

# The Gazette of India



PUBLISHED BY AUTHORITY

No. 2] NEW DELHI, SATURDAY, JANUARY 9, 1954

## NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 31st December 1953:—

| Issue No. | No. and Date                                  | Issued by                               | Subject   |
|-----------|---|---|---|
| 321       | S. R. O. 2371, dated the 15th December 1953.  | Election Commission, India.             | Election Petition No. 15/307 of 1952.   |
| 322       | S. R. O. 2372, dated the 26th December, 1953. | Ministry of States                      | The High Court Judges Part B States Order, 1953.  |
| 323       | S. R. O. 2373, dated the 26th December 1953.  | Ministry of Finance (Revenue Division). | Amendment made in the Notification No. 13-Customs, dated the 28th February 1953.  |
|           | S. R. O. 2374, dated the 26th December 1953.  | Ditto.                                  | Amendment made in the Notification No. 45-Customs, dated the 23rd October 1948.   |
|           | S. R. O. 2375, dated the 26th December 1953.  | Ditto.                                  | The Central Government prohibits the taking by sea or by land out of India any English weekly copy of "Spotlights".   |
|           | S. R. O. 2376, dated the 26th December 1953.  | Ministry of Commerce and Industry.      | Cancellation of the Notification No. 11 (1) T.B./51, dated the 30th May 1953.   |
| 324       | S. R. O. 2377, dated the 29th December 1953.  | Delimitation Commission, India.         | Final Order No. 7 in respect of the distribution of sea's to, and the delimitation of, Parliamentary and Assembly constituencies in the State of Madhya Bharat. |
| 325       | S. R. O. 2378, dated the 29th December 1953.  | Ministry of Production.                 | The Central Govt. appoints the 2nd Jan. 1954 as the date on which the Salt Cess Act, 1953 shall come into force.  |
|           | S. R. O. 2379, dated the 29th December 1953.  | Ditto.                                  | Rules made in exercise of the powers conferred by section 6 of the Salt Cess Act, 1953.   |

| Issue No. | No. and Date                                 | Issued by                       | Subject  |
|-----------|--|---------------------------------|--|
| 326       | S. R. O. 2380, dated the 30th December 1953. | Delimitation Commission, India. | Final Order No. 8 in respect of the distribution of seats to, and the delimitation of, Parliamentary and Assembly constituencies in the State of Punjab. |
| 327       | S. R. O. 2381, dated the 30th December 1953. | Ministry of Law                 | Amendment made in the Representation of the people (Preparation of Electoral Rolls) Rules, 1950.   |
| 328       | S. R. O. 2382, dated the 21st December 1953. | Election Commission, India.     | Election Petition No. 129 of 1952.   |
| 329       | S. R. O. 2383, dated the 31st December 1953. | Delimitation Commission, India. | Final Order No. 9 in respect of the distribution of seats to, and the delimitation of, Parliamentary and Assembly constituencies in the State of Mysore. |

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

### PART II—Section 3

#### Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

#### MINISTRY OF LAW

*New Delhi, the 31st December 1953*

**S.R.O. 60.**—In exercise of the powers conferred by clause (1) of article 299 of the Constitution, the President hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Law No. S.R.O. 215, dated the 9th February, 1952, relating to the execution of contracts and assurances of property, namely:—

In Part XX of the said notification, under Head B, in entry (i) of item 2, after the words "Revenue Funds of the Port", the words "and all subsidiary contracts, deeds and instruments relating to advance payments to the contractors arising out of any contract, deed or instrument for execution of works" shall be inserted.

[No. F.32-III/52-L.]

*New Delhi, the 2nd January 1954*

**S.R.O. 61.**—In exercise of the powers conferred by clause (1) of article 299 of the Constitution, the President hereby directs that the following amendments shall be made in the notification of the Government of India in the Ministry of Law No. S.R.O. 1141, dated the 15th June, 1953, relating to the execution of agreements for the payment of compensation for property requisitioned or acquired by or on behalf of the Central Government under the Requisitioning and Acquisition of Immovable Property Act, 1952 (XXX of 1952), namely:—

In the Schedule to the said notification—

(a) in item 4:—

(i) in entry (b), the word "and" shall be omitted;

(ii) after entry (b), the following entry shall be inserted, namely:—

“(c) by the Deputy Commissioner, Jalpaiguri or the Deputy Commissioner, Darjeeling or the Deputy Commissioner, Cooch-Behar, as the case may be, in respect of property situated within his jurisdiction; and”;

(iii) the existing entry “(c)” shall be relettered as entry “(d)”.

(b) After item 6, the following item shall be added, namely:—

“7. In the States of Uttar Pradesh, Madhya Pradesh, Madhya Bharat and Mysore, by a Collector or a District Magistrate or a Deputy Commissioner, as the case may be, in respect of property situated within his jurisdiction.”

[No. F.27-III/53-L.]

*New Delhi, the 5th January 1954*

**S.R.O. 62.**—In exercise of the powers conferred by clause (1) of Article 299 of the Constitution, the President hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Law No. S.R.O. 215, dated the 9th February, 1952, relating to the execution of contracts and assurances of property, namely:—

In Part IV of the said notification, under Head J, in item 3, after the words “washing of sick bay linen,” the words “removal of saw dust, letting on hire of naval craft,” shall be inserted.

[No. F.32-III/52-L.]

B. N. LOKUR, Dy. Secy.

## MINISTRY OF HOME AFFAIRS

### ORDERS

*New Delhi, the 31st December 1953*

**S.R.O. 63.**—In exercise of the powers conferred by sub-section (2) of section 63 of the Andhra State Act, 1953 (30 of 1953), the President hereby requires all persons specified by name in column (1) or by official designation in column (2) of the Schedule to this Order, to serve in connection with the affairs of the State of Andhra, as allotted officers.

#### / SCHEDULE

| Name<br>(1)  | Official Designation<br>(2) |
|--|-----------------------------|
| <i>Madras Board of Revenue (Settlement of Estates)</i> |                             |
| 1. S. Govindaswami                                     | Acting Attender.            |
| 2. M. Ramakrishnan                                     | Acting Peon.                |
| 3. G. Govindan   | Do.                         |
| 4. Wazir Zan   | Do.                         |
| 5. V. Thulukkanam                                      | Do.                         |
| <i>Office of the Director of Settlements, Madras</i>   |                             |
| K. Babu Rao  | Acting Peon.                |

| Name<br>(1)                     | Official Designation<br>(2)                        |
|---------------------------------|--|
| <i>Madras Survey Department</i> |  |
| 1. C. Munisami Naik             | Permanent Attender, Central Survey Office, Madras. |
| 2. M. G. Purshotamam            | Acting Peon, Central Survey Office Madras.         |
| 3. R. Ramasami                  | Permanent Peon, Central Survey Office, Madras.     |
| 4. K. Madurai Chetti            | Do.  |
| 5. V. R. Ranganathan            | Acting Peon, Central Survey Office, Madras.        |
| 6. M. Madurai                   | Do.  |
| 7. M. Kandan                    | Temporary Peon, Central Survey Office, Madras.     |
| 8. B. Janardan Singh            | Do.  |

[No. 26/4/53-AIS(I).]

*New Delhi, the 4th January 1954*

**S.R.O. 64.**—In exercise of the powers conferred by sub-section (2) of section 63 of the Andhra State Act, 1953 (30 of 1953), the President hereby directs that the following amendments shall be made in the Order published with the Government of India in the Ministry of Home Affairs, No. S.R.O. 1994, dated the 23rd October, 1953, namely:—

In the Schedule to the said Order, under the heading “Madras Jail Department”, in the entries relating to the Central Jail, Rajahmundry—

(a) under the sub-heading “Non-Gazetted”—

(i) after the entries relating to Shri T. Subba Rao (II Grade Warder), the following entries shall be inserted, namely:—

|                                |     |        |
|--------------------------------|-----|--------|
| “Shri D. Veeraswamy (on leave) | Do. | Do.    |
| Shri P. Seetharamayya          | Do. | Do.    |
| Shri K. Papayya                | Do. | Do.    |
| Shri T. Subba Rao              | Do. | Do.” ; |

(ii) for the entry in column (1) relating to Sri Mohamed Ismail Khan (II Grade Warder), the following entry shall be substituted, namely:—

“Sri Mohamed Ibrahim Khan”;

(iii) for the entry in column (1) relating to Sri Appa Rao (II Grade Warder), the following entry shall be substituted, namely:—

“Sri G. Appa Rao”;

(b) under the sub-heading “Non-Gazetted” below the heading “Permanent Staff—Central Jail, Rajahmundry” for the entry in column (1) relating to Sri S. Narayana Rao (Attender), the following entry shall be substituted, namely:—

“Sri G. Narayana Rao”;

(c) under the sub-heading “Temporary Manufactory Establishment under Inspector-General’s powers”, for the entry in column (1) relating to Sri Ch. Satyanarayanamurthi (Packer Clerk), the following entry shall be substituted, namely:—

“Sri Ch. Suriyanarayanamurthi”;

(d) under the sub-heading "New Sub-Jail Chittoor, District Magistrate's Control", after the entries relating to Sri B. Suryanarayana, B.A., the following entries shall be inserted, namely:—

"Sri B. Bappanna Sastri, B.A.

Do.

Do."

(e) under the sub-heading "Probation Section", after the entries relating to Sri V. Seshachala Rao, M.A., the following entries shall be inserted, namely:—

"Sri T. Devarajulu

District Probation Officer,  
Grade II, on other duty as  
Peishkar, Tirumalai Tiru-  
pathi Devasthanam.

Do."

[No. 26/4/53-I-AIS(I).]

**S.R.O. 65.**—In exercise of the powers conferred by sub-section (2) of section 63 of the Andhra State Act, 1953 (30 of 1953), the President hereby directs that the following amendments shall be made in the Order published with the Government of India in the Ministry of Home Affairs, No. S.R.O. 2055, dated the 2nd November 1953, namely:—

In the Schedule to the said Order relating to the Madras Transport Department, under the sub-heading "Accountants" below the heading "Regional Transport Offices", for the entry in column (2) relating to Sri S. J. Silas, the following entry shall be substituted, namely:—

"Accountant, Cuddapah".

[No. 26/4/53-II-AIS(I).]

**S.R.O. 66.**—In exercise of the powers conferred by sub-section (2) of section 63 of the Andhra State Act, 1953 (30 of 1953), the President hereby directs that the following amendments shall be made in the Order published with the Government of India in the Ministry of Home Affairs, No. S.R.O. 1915, dated the 7th October, 1953, namely:—

In the Schedule to the said Order, under the heading "Madras State Higher Judicial Service and District Magistrates (Judicial), Madras Criminal Judicial Service"—

(i) for the entry in the second column relating to Sri D. Rangayya, the following entry shall be substituted, namely:—

"Do.";

(ii) for the entry in the first column relating to Sri K. B. Krishna Rao Nayudu, the following entry shall be substituted, namely:—

"Sri K. B. Krishna Rao Nayudu";

(iii) serial nos. 1 to 3 relating to District and Sessions Judge (Officiating) shall be re-numbered as serial nos. 8 to 10 respectively;

(iv) for the entry in the second column relating to Sri D. R. Venkatesa Ayyar, the following entry shall be substituted, namely:—

"District and Sessions Judge (Officiating)";

(v) serial nos. 4 to 11 shall be re-numbered as serial nos. 1 to 8 respectively.

[No. 26/4/53-III-AIS(I).]

N. N. CHATTERJEE, Dy. Secy.

## MINISTRY OF STATES

New Delhi, the 29th December 1953

**S.R.O. 67.**—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify

1. Shrimati Bhaktawar Kaur,

2. Her Highness Shrimati Hem Parbha Devi, and

3. Her Highness Shrimati Mohinder Kaur,

members of the family of the Ruler of Patiala for the purposes of that entry.

[No. 239-D.]

**S.R.O. 68.**—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify

Colonel Rajadhiraj Maheshinder Singh,

a member of the family of the Ruler of Patiala for the purposes of that entry and directs that the exemption shall be valid only in respect of five shot guns, three rifles and one pistol.

[No. 240-D.]

**S.R.O. 69.**—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify

1. Colonel Raja Birindra Singh, and

2. Lieutenant Colonel Kanwar Brijindra Singh,

members of the family of the Ruler of Patiala for the purposes of that entry and directs that the exemption shall be valid only in respect of two rifles, two guns and one revolver/pistol.

[No. 241-D.]

**S.R.O. 70.**—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify

Major Raja Bhalindra Singh,

a member of the family of the Ruler of Patiala for the purposes of that entry and directs that the exemption shall be valid only in respect of two pistols, two rifles and one shot gun.

[No. 242-D.]

**S.R.O. 71.**—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify

1. Raja Raghvindra Singh,

2. Raja Padmindra Singh,

3. Kanwar Kirenindra Singh, and

4. Kanwar Kumadindra Singh,

members of the family of the Ruler of Patiala for the purposes of that entry and directs that the exemption shall be valid only in respect of one rifle/gun and one pistol/revolver.

[No. 243-D.]

S. K. AYANGAR, Under Secy.

## MINISTRY OF FINANCE

(Department of Economic Affairs)

*New Delhi, the 2nd January 1954*

**S.R.O. 72.**—In pursuance of sub-section (1) of section 34 of the Industrial Finance Corporation Act, 1948 (XV of 1948) the Central Government, in consultation with the Comptroller and Auditor-General of India hereby appoints Messrs. S. Vaidyanath Aiyar and Company, Delhi, as one of the auditors of the Industrial Finance Corporation for the year ending the 30th June 1954.

[No. F.2(98)-F.III/53.]

**S.R.O. 73.**—It is notified for general information that in pursuance of sub-section (1) of section 34 of the Industrial Finance Corporation Act, 1948 (XV of 1948), Messrs. S. B. Billimoria & Co., Chartered Accountants, 113, Mahatma Gandhi Road, Fort, Bombay, have been elected by the parties mentioned in sub-section (3) of section 4 of the said Act, as one of the auditors of the Industrial Finance Corporation for the year ending with the 30th June, 1954.

[No. F.2(98)-F.III/53.]

N. C. SEN GUPTA, Dy. Secy.

---

*New Delhi, the 6th January 1954*

**S.R.O. 74.**—The following draft of an amendment in the Public Debt Rules, 1946, which it is proposed to make in exercise of the powers conferred by section 28 of the Public Debt Act, 1944 (XVIII of 1944), is published for the information of persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration after the 9th February, 1954.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

*Draft Amendment*

In rule 18 of the said rules—

- (a) in sub-rule (1), for the word "half-yearly", the word "quarterly", and for the words "January and July" the words "January, April, July and October", shall be substituted;
- (b) in sub-rule (2), for the words "in every succeeding list until the expiration of six years from the date of first publication", the words "in each of the succeeding lists published in the months of January and July or soon thereafter until the expiration of the period prescribed for the issue of duplicates", shall be substituted.

H. S. NEGI, Dy. Secy.

## MINISTRY OF FINANCE (REVENUE DIVISION)

CUSTOMS

*New Delhi, the 9th January 1954*

**S.R.O. 75.**—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division), No. 75-Customs, dated the 19th August, 1950, namely:—

In the said notification, after the words "Preventive Officers", the words "Women Searchers" shall be inserted.

[No. 1.]

A. K. MUKARJI, Dy. Secy.

## CUSTOMS

*New Delhi, the 9th January 1954*

**S.R.O. 76.**—In exercise of the powers conferred by section 14 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby prohibits the bringing by sea, or by land into India of any copy of the Urdu book styled "BHUPATSINGH" (A tale of adventure of a well known outlaw of Saurashtra) written by Kalu Vank Ravat Bank, published by Messrs. Ummar Hussain, Newspapers Agent, Sukkur Sindh, and printed at the Millat Printing Press, Lee Market, Karachi (Pakistan), or any translation, reprint or other document containing a substantial reproduction of any matter contained in the said book.

[No. 4.]

E. RAJARAM RAO, Joint Secy.

## CENTRAL BOARD OF REVENUE

## INCOME-TAX

*New Delhi, the 28th December 1953*

**S.R.O. 77.**—In pursuance of sub-section (4) of Section 5 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that the following further amendment shall be made in its Notification No. 32-IT, dated the 9th November, 1946, namely:—

In the schedule appended to the said Notification under the sub-head "VIII-Bihar and Orissa", under Cuttack Range for entry "7 Special Survey Circle, Ranchi in respect of persons who have principal place of business in, or reside in the district of Sambalpur, Sundargarh, Cuttack, Puri, Dhenkanal, Ganjam, Phulbani, Khundmal, Mayurbhanj, Balasore, Keonjhar, Koraput, Kalahandi, and Bolangir-Patna" the entry "7 Special Survey Circle, Ranchi, in respect of persons who have their principal place of business in, or reside in the districts of Sambalpur, Sundargarh, Cuttack, Puri, Dhenkanal, Ganjam, Phulbani, Khundmal, Mayurbhanj, Balasore, Keonjhar, Koraput, Kalahandi, Singhbhum and Bolangir-Patna." shall be substituted.

[No. 86.]

K. B. DEB, Under Secy.

## CUSTOMS

*New Delhi, the 29th December 1953*

**S.R.O. 78.**—In exercise of the powers conferred by section 130 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby directs that the following amendment shall be made with effect from the 15th January, 1954, in the rules published in its notification No. 50-Customs, dated the 19th May, 1951, namely:—

In clause (b) of rule (1) of the rules published with the said notification, for the words "within two months of the date of the arrival of the importing vessel", the words "within two months of the final entry of the importing vessel" shall be substituted.

[No. 102.]

**S.R.O. 79.**—In exercise of the powers conferred by section 130 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby directs that the following amendment shall be made with effect from the 1st January, 1954, in the rules regulating the transshipment of goods framed by the Chief Customs Authority, Bombay and published with Bombay Government Notification No. 6368, dated the 30th July 1894, namely:—

In clause (d) of rule (2) of the rules published with the said notification, for the words "within two months of the date of arrival of the importing ship", the words "within two months of the final entry of the importing ship" shall be substituted.

[No. 103.]

New Delhi, the 4th January 1954

**S.R.O. 80.**—In exercise of the powers conferred by section 12 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby directs that the following amendments shall be made in its notification No. S.R.O.-536, dated the 9th September, 1950 namely:—

In the Schedule to the said notification under 'Kutch State' the entry 'Mundra' under the column headed 'Name of District' and the entry 'Mundra' under the column headed 'Name of port' shall be omitted.

[No. 5.]

**S.R.O. 81.**—In exercise of the powers conferred by clause (a) of section 11 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby declares Mundra situated in the Mundra Taluka in the State of Kutch to be a port for the shipment and landing of goods.

[No. 6.]

**S.R.O. 82.**—In exercise of the powers conferred by clauses (b) and (c) of the section 11 and section 53 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby directs that the following amendments shall be made in its Notification No. 117, dated the 9th September 1950, namely:—

In the schedule to the said notification after the entry "Jakhau" in column 1 headed "Name of port" and the entries relating thereto, the following entries shall be inserted, namely:—

| 1          | 2   | 3   | 4                                   |
|------------|---|---|-------------------------------------|
| " Mundra " | <p><i>To the North.</i>—A line running North-East of the old Bunder up to a distance of one mile.</p> <p><i>To the South.</i>—A line running South-West up to Navinal light house including the opening of the two Creeks in between the old bunder and Navinal light house.</p> <p><i>To the West.</i>—The area covered by the three creeks viz. Old Bunder, New Bunder and Navinal Creek including area covered by the portion up to a distance of half a mile South-West of the Navinal Light House.</p> <p><i>To the East.</i>—A line drawn from a point at a distance of one mile from the old bunder towards Navinal Light House in the South-West direction.</p> | <p>1. The landing place shown as old bunder for timber only.</p> <p>2. The landing places on Bocha Creek known as New Port for all Cargo.</p> | <p>Anchorage of the old Bunder.</p> |

[No. 7]

New Delhi, the 9th January 1954

**S.R.O. 83.**—In exercise of the powers conferred by section 9 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby directs that the following amendment shall be made in the rules published with the Central Board of Revenue Notification No. 7-Customs, dated the 16th January 1951, namely:—

In the rules published with the said notification, after rule 2, the following rule shall be inserted, namely:—

"2-A. Women searchers are specially employed for the prevention of smuggling. Their ordinary duties are those enumerated in sections 169, 170, 171, 173, 178 and 181 of the said Act".

[No. 2.]

**S.R.O. 84.**—In exercise of the powers conferred by clause (a) of section 11 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby declares that the place known as Ulva in the State of Bombay shall be a port for the shipment and landing of goods.

[No. 3.]

A. K. MUKARJI, Secy.

## INCOME-TAX

*New Delhi, the 30th December 1953*

**S.R.O. 85.**—In exercise of the powers conferred by sub-section (6) of section 5 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that the following further amendments shall be made in its notification S.R.O. 1214 (No. 44-Income-tax), dated the 1st July 1952, namely:—

In Column 4 of the schedule appended to the said notification—

- (1) For the words "Central Range" against item 78(d) the words "Madras Range I" shall be substituted;
- (2) For the words "Southern Range, Madhurai" against items 78(e) and 78(f) the words "Madras Range I, Madras" shall be substituted;
- (3) For the words "Southern Range" against items 78(g), 78(h), 78(i) and 78(j) the words "Mathurai Range" shall be substituted; and
- (4) For the words "Western Range" against item 78(k) the words "Coimbatore Range" shall be substituted.

[No. 87.]

R. S. CHADDA, Under Secy.

## INCOME-TAX

*New Delhi, the 2nd January 1954*

**S.R.O. 86.**—In pursuance of sub-section (4) of Section 5 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that the following further amendment shall be made in the Schedule appended to its Notification No. 32 Income-tax, dated the 9th November, 1946, namely:—

Under the Sub-head "VII-Madhya Pradesh and Bhopal" after the entry "12 Raigarh" against the Nagpur Range, the following entry shall be made, namely:—

"13. Bilaspur"

and that for the entry "13 Special Survey Circle, Nagpur (in respect of persons who have their principal place of business in or reside in the jurisdiction of the Income-tax Circles specified in entries 1 to 12 above)" the following entry shall be substituted:—

"14 Special Survey Circle, Nagpur (in respect of persons who have their principal place of business in or reside in the jurisdiction of the Income-tax Circles specified in entries 1 to 13 above)".

[No. 1.]

G. L. POPHALE, Secy.

## MINISTRY OF COMMERCE AND INDUSTRY

## TEA CONTROL

*New Delhi, the 29th December 1953*

**S.R.O. 87.**—In pursuance of Section 13 of the Indian Tea Control Act, 1938 (VIII of 1938), and in modification of the notification of the Government of India in the Ministry of Commerce and Industry, No. 44(3) Plant/Tea/52, dated the 20th August, 1953, the Central Government, after consulting the Indian Tea Licensing Committee and paying due regard to all interests concerned, is pleased to declare that the Indian export allotment of tea for the financial year 1953-54 shall be

437,048,943 lbs. avoirdupois, being one hundred and twenty five and half per cent. of India's standard export figure.

[No. 44(3)Plant/52.]

P. V. S. SARMA, Under Secy.

#### COFFEE CONTROL

*New Delhi, the 29th December 1953*

**S.R.O. 88.**—In exercise of the powers conferred by section 48 of the Coffee Market Expansion Act, 1942 (VII of 1942), the Central Government hereby directs that the following further amendment shall be made in the Coffee Market Expansion Rules, 1940, namely:—

In clause (c) of rule 35 of the said Rules, for the figure "2" the figure "3" shall be substituted.

[No. 5(4)-Plant/53.]

#### CENTRAL TEA BOARD

*New Delhi, the 30th December 1953*

**S.R.O. 89.**—In exercise of the powers conferred by Clause (v) of sub-section (3) of Section 4 of the Central Tea Board Act, 1949 (XIV of 1949) the Central Government is pleased to nominate Shri S. Bhoothalingam, I.C.S., Joint Secretary to the Government of India in the Ministry of Commerce and Industry, as a member of the Central Tea Board, *vice* Shri P. Govindan Nair, I.C.S.

2. Shri Bhoothalingam shall hold office for a term ending with the date on which the Tea Board is established and constituted under the Tea Act, 1953 (XXIX of 1953).

[No. 94(1)Plant/52.]

#### (Indian Rubber Board)

#### RUBBER CONTROL

*New Delhi, the 31st December 1953*

**S.R.O. 90.**—In exercise of the powers conferred by clause (a) of sub-section (4) of Section 12 of the Rubber (Production & Marketing) Act, 1947 (XXIV of 1947), the Indian Rubber Board hereby fixes the periods from 1st January to 30th June and from 1st July to 31st December, as the periods in respect of which assessments shall be made for the year 1954, of the amount of duty of excise fixed under the Notification of the Government of India in the late Ministry of Industry and Supply, No. 23(5)-IRP/47, dated the 30th September, 1947, as amended by that Ministry's Notification No. 23(5)-IRP/47, dated the 21st October, 1947.

KOTTAYAM;

P. N. RAMACHANDRAN, Secy.

*The 7th December 1953.*

[No. 44(54).]

A. NANU, Dy. Secy.

*New Delhi, the 30th December 1953*

**S.R.O. 91.**—In exercise of the powers conferred by sub-clause (a) of Clause 2 of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Central Government is pleased to direct that the following amendment shall be made in the Notification of the Government of India in the late Ministry of Industry and Supply, No. I(1)-4(41), dated the 7th September, 1950, as amended from time to time, namely:—

To the Schedule annexed to the said Notification, the following entry shall be added, namely:—

"District Development Officers, Madhya Pradesh.  
Assistant Project Officers, Madhya Pradesh."

[No. SC(A)-4(107).]

*New Delhi, the 6th January 1954*

**S.R.O. 92.**—In exercise of the powers conferred by sub-clause (a) of clause 2 of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Central Government is pleased to direct that the following amendment shall be

made in the Notification of the Government of India in the late Ministry of Industry and Supply, No. I(1)-4(41), dated the 7th September, 1950, as amended from time to time, namely:—

To the Schedule annexed to the said Notification, the following entry shall be added, namely:—

“Superintendent of Industries, Delhi”.

[No. SC(A)-4(147).]

**S.R.O. 93.**—In exercise of the powers conferred by sub-clause (b) of clause 2 of the Iron and Steel (Scrap Control) Order, 1943, the Central Government is pleased to direct that the following amendment shall be made in the Notification of the Government of India in the late Ministry of Industry and Supply, No. I(1)-4(78)A, dated the 6th January, 1951, as amended from time to time, namely:—

To the Schedule annexed to the said Notification, the following entry shall be added, namely:—

“Superintendent of Industries, Delhi”.

[No. SC(A)-4(147).]

D. HEJMADI, Under Secy.

### ORDERS

*New Delhi, the 2nd January 1954*

**S.R.O. 94.**—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply, No. S.R.O. 503, dated the 2nd September, 1950, in so far as it relates to the fixation of maximum price of caustic soda, the Central Government hereby fixes in respect of 243 cwts (net) of caustic soda solid and 98 cwts. (net) of caustic soda flakes imported by Messrs. Chemidye Trading Company Ltd., Kamer Building, Cawasji Patel Street, Fort, Bombay, per S.S. “Leuvekerk” from Western Germany during the month of November 1952, and specified in Column 1 of the Schedule annexed hereto the price specified in the corresponding entries of columns (2), (3), (4) & (5), as the maximum price which respectively may be charged for every cwt. of such caustic soda by an importer, distributor, wholesale dealer and a retail dealer.

### SCHEDULE

| 1                       | 2   | 3   | 4   | 5  |
|-------------------------|---|---|---|--|
| Variety of Caustic Soda | Maximum price that may be charged by the importer           | Maximum price that may be charged by a distributor  | Maximum price that may be charged by a wholesale dealer                             | Maximum price that may be charged by a retail dealer                             |
| Caustic soda (solid)    | Rs. 34-2-0 per cwt. (net)<br>Ex. godown/<br>F.O.R. Bombay   | The price specified in column 2 PLUS<br>(a) actual railway freight by goods train or actual transport charges by sea from Bombay to the place of destination and<br>(b) handling charges not exceeding annas eight per cwt. | The price specified in column 3 PLUS<br>a margin not exceeding annas eight per cwt. | The price specified in column PLUS<br>a margin not exceeding Rs. 1-12-0 per cwt. |
| Caustic soda (flakes)   | Rs. 38-14-0 per cwt. (net)<br>Ex. godown/<br>F.O.R. Bombay. | Do.   |   |  |

NOTE.—These prices are exclusive of local taxes such as Sales Tax, Octroi and Other local taxes which may be charged extra.

[No. 7-IP(B) (25)/52.]

**S.R.O. 95.**—In exercise of the powers conferred by Section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), and in partial modification of the Notification of the Government of India in the late Ministry of Industry and Supply, No. S.R.O. 503, dated the 2nd September 1950, in so far as it relates to the fixation of maximum price of caustic soda, the Central Government hereby fixes in respect of 387 cwts. (net) of caustic soda (solid) imported by Messrs. Associated Agencies (Bombay), 47, Podar Chambers, Parsee Bazar Street, Fort, Bombay, per S.S. "Loosdrecht" from Western Germany during the month of August 1953, and specified in Column 1 of the Schedule annexed hereto the price specified in the corresponding entries of columns (2), (3), (4) and (5), as the maximum price which may respectively be charged for every cwt. of such caustic soda by an importer, distributor, wholesale dealer and a retail dealer.

## SCHEDULE

| Variety of Caustic soda | Maximum price that may be charged by the importer | Maximum price that may be charged by a distributor  | Maximum price that may be charged by a wholesale dealer                                 | Maximum price that may be charged by a retail dealer                                   |
|-------------------------|---|---|---|--|
| 1                       | 2   | 3   | 4   | 5  |
| Caustic soda (solid).   | Rs. 37-4-0 per cwt. Ex-godown/ F.O.R. Bombay.     | The price specified in column 2 <i>plus</i><br><br>(a) Actual railway freight by goods train or actual transport charges by sea from Bombay to the place of destination, and<br>(b) handling charges not exceeding annas eight per cwt. | The price specified in column 3 <i>plus</i> a margin not exceeding annas eight per cwt. | The price specified in column 4 <i>plus</i> a margin not exceeding Rs. 1-12-0 per cwt. |

NOTE.—These prices are exclusive of local taxes such as Sales Tax, Octroi and other local taxes which may be charged extra.

T. S. KUNCHITHAPATHAM, Under Secy.

## REGISTRAR OF JOINT STOCK COMPANIES

## NOTICES

*Tanjore, the 15th December 1953*

**In the matter of the Indian Companies Act, 1913 and Tamilnad Permanent Fund Limited.**

**S.R.O. 96.**—With reference to the notice dated 27th August 1953 published on page 1153 of Part II of the Fort St. George Gazette, dated 9th September 1953, the above company not having shown cause to the contrary, within the time fixed, the name of the company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the register.

S. KRISHNASWAMI CHETTIAR,

Asstt. Registrar of Joint Stock Companies, Tanjore.

*Madras, the 17th December 1953*

PURSUANT TO SECTION 172(2)

**In the matter of the Indian Companies Act, 1913 and The Premier Benefit Funds Limited.**

**S.R.O. 97.**—By an order dated the 1st day of December 1953 of the High Court, Madras, in O.P. No. 197 of 1953, the Premier Benefit Funds Limited was ordered to be wound up.

*Madras, the 18th December 1953*

PURSUANT TO SECTION 247(3)

**In the matter of the Indian Companies Act, 1913 and of Associated Engineers and Architects Ltd.**

**S.R.O. 98.**—Whereas communications addressed to Associated Engineers and Architects Ltd., at its registered office remain unanswered;

And whereas it appears accordingly that Associated Engineers and Architects Ltd., is not carrying on business or is not in operation;

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the company dissolved.

K. GOPAUL,

Asstt. Registrar of Joint Stock Companies, Madras.

*Coimbatore, the 19th December 1953*

PURSUANT TO SECTION 247(3)

**In the matter of the Indian Companies Act, 1913, and The Coimbatore Dayalbagh Stores Limited.**

**S.R.O. 99.**—Whereas the Additional Assistant Registrar of this office who visited the registered office of the above company on 26th September 1953 has reported that there was no trace of the company;

And whereas the managing director of the company has stated in his letter dated 5th June 1953, that the company has been closed and that it was not having any assets or liabilities;

And whereas communications addressed to the company at its registered office are returned undelivered;

And whereas it appears accordingly that the Coimbatore Dayalbagh Stores Limited is not carrying on business and is not in operation:

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

PURSUANT TO SECTION 247(3)

**In the matter of the Indian Companies Act, 1913 and Jaya Vincent Talkies Limited.**

**S.R.O. 100.**—Whereas the Jaya Vincent Talkies Limited which was incorporated on 24th October 1952 has not yet commenced its business;

And whereas Sri A. Edward Samuel, one of the directors and a partner of the managing agents of the company has reported in his letter dated 21st September 1953 that there is no possibility of working the company;

And whereas the abovesaid Sri A. Edward Samuel has requested me in his several letters to remove the name of the company from the register,

And whereas it appears accordingly that the Jaya Vincent Talkies Limited is not carrying on business and is not in operation:

Notice is hereby given, pursuant to Section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

PURSUANT TO SECTION 247(3)

**In the matter of the Indian Companies Act, 1913 and The Karalkudi Dayalbagh Stores Limited.**

**S.R.O. 101.**—Whereas the Additional Assistant Registrar of this office who visited the registered office of the above company on 26th September 1953 has reported that there was no trace of the company;

And whereas the managing director of the company has stated in his letter dated 5th June 1953 that the company has been closed and that it was not having any assets or liabilities;

And whereas communications addressed to the company at its registered office are returned undelivered;

And whereas it appears accordingly that the Karaikudi Dayalbagh Stores Limited is not carrying on business and is not in operation;

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

**PURSUANT TO SECTION 247(3)**

**In the matter of the Indian Companies Act, 1913 and the English Tyre Company Limited.**

**S.R.O. 102.**—Whereas the Additional Assistant Registrar of this office who visited the registered office of the above company on 19th May 1953 has reported that the company is not working;

And whereas the Managing Director of the company has reported in his letter dated 23rd May 1953 that it is not functioning;

And whereas communications addressed to the company at its registered office either remain unanswered or are returned undelivered;

And whereas it appears accordingly that the English Tyre Company Limited is not carrying on business and is not in operation;

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be struck off the register and the said company will be dissolved.

*Coimbatore, the 22nd December 1953*

**PURSUANT TO SECTION 247(5)**

**In the matter of the Indian Companies Act, 1913 and The Bagyalakshmi Mills Limited.**

**S.R.O. 103.**—With reference to the notice dated 7th September 1953 published on pages 1196 and 1197 of Part II of the Fort St. George Gazette, Part II, dated 16th September 1953, the above company not having shown cause to the contrary within the time fixed, the name of the company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the register.

*Coimbatore, the 24th December 1953*

**PURSUANT TO SECTION 172(2)**

**In the matter of the Indian Companies Act, 1913 and the Bharath Mills Limited.**

**S.R.O. 104.**—It is hereby notified that the High Court of Judicature at Madras, has, by an order dated the 30th day of November 1953, in O.P. No. 215 of 1953, directed that the Bharath Mills Limited be wound up by the said Court under the provisions of the Indian Companies Act, 1913.

[No. 4726K.]

R. SRINIVASAN,

Asstt. Registrar of Joint Stock Companies, Coimbatore.

*Bombay, the 21st December 1953*

**In the matter of the Indian Companies Act VII of 1913 and of the Balloon Industries Limited.**

**S.R.O. 105.**—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof

the name of the Balloon Industries Limited will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

M. V. VARERKAR,

Registrar of Joint Stock Companies, Bombay.

*Trivandrum, the 22nd December 1953*

**In the matter of Indian Companies Act VII of 1913, and in the matter of the Automobile Corporation Ltd., Mavelikara.**

**S.R.O. 106.**—Whereas the undersigned has reasons to believe that the above mentioned company is neither carrying on business nor is in operation, it is hereby notified, that at the expiration of three months from the date of this notice the company will unless cause is shown to the contrary be struck off the Register and the said company will be dissolved.

P. J. VERGHESE,

Registrar, Joint Stock Companies, Trivandrum.

*Visakhapatnam, the 22nd December 1953*

**PURSUANT TO SECTION 247(3)**

**In the matter of the Indian Companies Act, 1913 and the Khasba Dayalbagh Stores Limited, Vizianagaram.**

**S.R.O. 107.**—Whereas the Managing Director of the Khasba Dayalbagh Stores, Ltd., has stated that the company is not carrying on any business;

And whereas it appears accordingly that the Khasba Dayalbagh Stores, Ltd. is not carrying on business or is not in operation;

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

**PURSUANT TO SECTION 247(3)**

**In the matter of the Indian Companies Act, 1913 and the Santhapeta Dayalbagh Stores Limited, Vizianagaram.**

**S.R.O. 108.**—Whereas the Secretary of the Santhapeta Dayalbagh Stores, Ltd., has stated that the Company is not carrying on any business;

And whereas it appears accordingly that the Santhapeta Dayalbagh Stores, Ltd. is not carrying on business or is not in operation;

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

**PURSUANT TO SECTION 247(3)**

**In the matter of the Indian Companies Act, 1913 and the Kotta Agraharam Dayalbagh Stores, Ltd., Vizianagaram.**

**S.R.O. 109.**—Whereas the Secretary of the Kotta Agraharam Dayalbagh Stores, Ltd., has stated that the company is not carrying any business;

And whereas it appears accordingly that the Kotta Agraharam Dayalbagh Stores, Ltd. is not carrying on business or is not in operation;

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

## PURSUANT TO SECTION 247(3)

**In the matter of Indian Companies Act, 1913 and the Bheeminipatnam Dayalbagh Stores, Ltd., Bheeminipatnam.**

**S.R.O. 110.**—Whereas the Secretary of the Bheeminipatnam Dayalbagh Stores, Ltd., has stated that the Company is not carrying on any business;

And whereas it appears accordingly that the Bheeminipatnam Dayalbagh Stores Ltd., is not carrying on business or is not in operation;

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of three months from the date of the notice, the name of the said Company will be struck off the Register and the said Company will be dissolved.

**N. NAGESALINGAM,**

Asstt. Registrar of Joint Stock Companies, Visakhapatnam.

*Anantapur, the 23rd December 1953*

## PURSUANT TO SECTION 247(5)

**In the matter of the Indian Companies Act, 1913 and Rayalaseema Industrial and Commercial Service Ltd., Anantapur**

**S.R.O. 111.**—With reference to the notice dated 28th August 1953 published on page 1195 of Part II of the *Fort St. George Gazette*, dated 16th September 1953 pursuant to Section 247(3) of the Indian Companies Act, 1913, the above Company not having shown cause to the contrary within the time fixed therein the name of the Company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the Register.

## PURSUANT TO SECTION 247(5)

**In the matter of the Indian Companies Act, 1913 and Pandit Commercial Corporation Limited, Kadlri**

**S.R.O. 112.**—With reference to the notice dated 28th August 1953 published on page 1195 of Part II of the *Fort St. George Gazette*, dated 16th September 1953 pursuant to Section 247(3) of the Indian Companies Act, 1913, the above Company not having shown cause to the contrary within the time fixed therein the name of the Company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the Register.

**G. N. REDDY,**

Asstt. Registrar of Joint Stock Companies, Anantapur.

*Guntur, the 23rd December 1953*

## PURSUANT TO SECTION 247(5)

**In the matter of the Indian Companies Act, 1913 and Jai Hind Publications, Ltd.**

**S.R.O. 113.**—With reference to the notice dated 22nd July 1953 published on page 1051 of Part II of the *Fort St. George Gazette*, dated 18th August 1953, the above Company not having shown cause to the contrary within the time fixed the name of the company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the Register.

**W. VENKATASWAMY,**

Asstt. Registrar of Joint Stock Companies, Guntur.

*Tellicherry, the 24th December 1953.*

## PURSUANT TO SECTION 247(5)

**In the matter of the Medicindia Limited.**

**S.R.O. 114.**—With reference to the notice dated 5th September 1953 published on page 1224 of Part II of the *Fort St. George Gazette*, dated 23rd September 1953, the above Company not having shown cause to the contrary within the time fixed,

the name of the Company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the Register.

K. K. RAMAN,

Asstt. Registrar of Joint Stock Companies, Tellicherry.

*Palayamkottai, the 26th December 1953*

PURSUANT TO SECTION 247(3)

**In the matter of the Indian Companies Act, 1913 and Rayal Agencies Limited.**

S.R.O. 115.—Whereas communication dated 19th November 1953, addressed to the Rayal Agencies Limited at its registered office remains unanswered.

And whereas it appears accordingly that Rayal Agencies Limited is not carrying on business or is not in operation.

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913, that, unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said Company will be struck off the Register and the said Company will be dissolved.

M. SYED KADIR,

Asstt. Registrar of Joint Stock Companies, Palayamkottai.

*Vellore, the 26th December 1953*

PURSUANT TO SECTION 247(5)

**In the matter of the P. S. Krishnamurthy and Company Limited**

S.R.O. 116.—With reference to the notice, dated 12th September 1953, published on page 1224 of Part II of the *Fort St. George Gazette*, Madras, dated 23rd September 1953, the above Company not having shown cause to the contrary within the time fixed, the name of the Company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the Register.

P. M. SUNDARESA SASTRI,

Asstt. Registrar of Joint Stock Companies, North Arcot.

*Shillong, the 26th December 1953*

**In the matter of the Indian Companies Act, 1913 and in the matter of the Continental Pictures and Theatres Limited, 'P.O. Gauhati, Assam.**

S.R.O. 117.—Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that at the expiration of three months from this date the name of the Continental Pictures & Theatres Ltd., P.O. Gauhati, Assam, will, unless cause is shown to the contrary, be struck off the Register of Companies and the Company will be dissolved on the ground that it is not carrying on any business and is not in operation.

N. N. CHAKRAVARTI,

Registrar of Joint Stock Companies, Assam.

*Kakinada, the 28th December 1953*

PURSUANT TO SECTION 247(5)

**In the matter of Indian Companies Act, 1913 and the Bezwada Dayalbagh Stores Limited.**

S.R.O. 118.—With reference to the notice dated 12th August 1953, published on page 1116 of Part II of the *Fort St. George Gazette*, dated 26th August 1953, the above Company not having shown cause to the contrary within the time fixed the name of the Company has, under Section 247(5) of the Indian Companies Act, 1913, been struck off the Register.

PURSUANT TO SECTION 247(5)

**In the matter of Indian Companies Act, 1913 and the Guntur Dayalbagh Stores Limited.**

S.R.O. 119.—With reference to the notice dated 12th August 1953, published on page 1116 of Part II of the *Fort St. George Gazette*, dated 26th August 1953, the

above company not having shown cause to the contrary within the time fixed the name of the company has, under section 247(5) of the Indian Companies Act 1913, been struck off the Register.

PURSUANT TO SECTION 247(5)

**In the matter of Indian Companies Act, 1913 and the Jagannalckpur Dayalbagh Stores Limited.**

**S.R.O. 120.**—With reference to the notice dated 12th August 1953, published on page 1116 of Part II of the Fort St. George Gazette dated 26th August 1953, the above company not having shown cause to the contrary within the time fixed the name of the company has, under section 247(5) of the Indian Companies Act 1913, been struck off the Register.

PURSUANT TO SECTION 247(5)

**In the matter of Indian Companies Act, 1913 and the Kothapeta Dayalbagh Stores Limited.**

**S.R.O. 121.**—With reference to the notice dated 12th August 1953, published on page 1116 of Part II of the Fort St. George Gazette dated 26th August 1953, the above company not having shown cause to the contrary within the time fixed the name of the company has, under section 247(5) of the Indian Companies Act 1913, been struck off the Register.

PURSUANT TO SECTION 247(5)

**In the matter of Indian Companies Act, 1913 and the Pithapuram Dayalbagh Stores Limited.**

**S.R.O. 122.**—With reference to the notice dated 12th August 1953, published on page 1116 of Part II of the Fort St. George Gazette dated 26th August 1953, the above company not having shown cause to the contrary within the time fixed the name of the company has, under section 247(5) of the Indian Companies Act 1913, been struck off the Register.

Y. NARAYANAMURTY,

Asstt. Registrar of Joint Stock Companies, East-Godavari District.

*Jaipur, the 29th December 1953*

PURSUANT TO SECTION 247(5)

**In the matter of the Indian Companies Act, 1913 and Indo-Japan Vacuum Bottle Co. (India) Limited.**

**S.R.O. 123.**—With reference to the notice dated the 28th September, 1953, published on page 996 of Part II of Rajasthan Gazette, dated the 3rd October, 1953 the above company having not shown cause to the contrary within the time fixed, the name of the above company has under section 247(5) of the Indian Companies Act, 1913 been struck off the register.

R. P. BHARGAVA,

Registrar, Joint Stock Companies, Jaipur.

*Jullundur, the 31st December 1953*

PURSUANT TO SECTION 172(2)

**S.R.O. 124.**—Notice is hereby given that the Lahore Enamelling and Stamping Co. Limited with its registered office at Jullundur City has been brought under official liquidation by orders of the High Court of Judicature at Simla, dated the 25th September 1953 and Shri Bhagirath Dass Advocate Simla has been appointed its Official Liquidator.

A certified copy of the orders of the High Court has duly been recorded in the Office of the Registrar, Joint Stock Companies, Punjab, Jullundur City under section 172(2) of the Indian Companies Act 1913.

DES RAJ NANDA, Assistant Registrar,  
Joint Stock Companies Punjab.

## MINISTRY OF FOOD AND AGRICULTURE

*New Delhi, the 28th December 1953*

**S.R.O. 125.**—In exercise of the powers conferred by clause 11 of the Sugar and Gur Control Order, 1950, the Central Government hereby directs that subject to any general or special orders which may from time to time be issued by it in this behalf, the powers under clause 3 of the said order shall also be exercisable by the Cane Commissioner, U.P. for the purpose of allowing rebate in the minimum price of sugarcane, in excess of the limit prescribed in proviso (1) of the Government of India in the Ministry of Food and Agriculture Notification No. S.R.O. 1793, dated the 25th September, 1953 and subject to a maximum of 0-6-0 per maund of cane, in the interest of the growers.

[No. SV-101(9)/53-54.]

P. A. GOPALAKRISHNAN, Joint Secy.

**(Food)***New Delhi, the 31st December 1953*

**S.R.O. 126.**—In pursuance of the provisions of sub-clause (3) of clause 1 of the Foodgrains (Licensing and Procurement) Order, 1952, the Central Government hereby directs that the said Order shall come into force on 1st January 1954 in the areas specified in the Schedule hereto annexed, in respect of wheat imported into India from any place outside India.

## SCHEDULE

1. The area comprised of the following places:—
  - (1) Baroda City—The areas within the Municipal limits of the Baroda City.
  - (2) Vadi-Wadi—The areas comprising Revenue Survey Nos. 54 to 79 (Sarabhai Chemical Works).
  - (3) Alembic Colony—The areas comprising Revenue Survey Nos. 990, 991 and 992 of the Baroda Kasba.
  - (4) New Model Farm—The areas comprising Revenue Survey No. 108 of the Subhanpura Village.
  - (5) Nizampura—
    - (a) The areas comprising Revenue Survey Nos. 162, 163, 164, 165, 168/2, 174, 176, 177, 178, 182, 213, and 214 (Webb Memorial School and Hostel).
    - (b) Nos. 155, 151, 158, 159, 160, 161, 172, 179, 180/1, and 180/2 (Gujarat United Theosophical School).
    - (c) Nos. 215, 216 and 217 (Butler Memorial Hospital).
  - (6) Danteshwar—
    - (a) The areas comprising Revenue Survey Nos. 252, 253, 254 (Baroda Steel Ltd.) and
    - (b) The areas comprising that part of the G.B.S. Railways Colony, Pratapnagar, (Goya Gate) admeasuring 221 Bighas and 8 Vasas of unnumbered lands.
  - (7) Pratapnagar (Goya Gate) Station and Yard—The entire Pratapnagar (Goya Gate) Station and Railway Yard.
  - (8) Vishwamitri—The entire Vishwamitri Station, G. B. S. Railways.
  - (9) Gotri—The areas comprising Revenue Survey Nos. 720, 723, 726, 740 to 742, 768 to 770, 772, 773 and certain other areas out of Revenue Survey Nos. 706, 719, 725, 727, 730, 731, 738, 739, 743, 745 to 749, 771, 774 to 776 and 797 admeasuring in all 53 Bighas and 18 Vasas (wherein Shree Padmavati Devi Sanatorium and its Out-houses are situated).
  - (10) Pentionpura—Areas (within and outside the limits of the Baroda City Municipality) Gamthan Area and Sim Land.
  - (11) Jetalpur—Areas (within and outside the limits of the Baroda City Municipality) Gamthan Area.

- (12) Harmi—Refugee Camp and Government Buildings in the Aerodrome Area.
  - (13) Outram Lines—Refugee Camp in the Outram Lines.
  - (14) Soloman Chawl—Area comprised by the Chawl.
  - (15) Cantonment area—The whole area which is ceded to the Baroda State.
  - (16) Vadi-Wadi—Gamthan area.
  - (17) Akota—The entire village site including the lands for agriculture purposes (Gamthan and Sim Lands).
  - (18) Gorva—Survey Nos. 871/1, 871, 872, 873, 875, 876, 880, 881, 882, 897, 898, 898/1, 899, 900, 901, 902, 903, 915, 929, 914, 904, 904/1, 905, 906, 907, 908, 908/1, 1193, 1183, 962, 964, 965, 966, 967, 968, 969, 981, 982, 1189, 983/1, 983/2, 1186, 980, 1188, 970, 971, 1187, 972, 973, 1185, 961 and 960 of Gorva Village.
  - (19) Marshalling Yard—The area comprising the Vishwamitri Railway Station (Western Railway) including railway quarters along with all the areas, quarters and railway buildings lying between the above station and the Baroda Marshalling Yard up to D.
2. The area comprising—
- (1) The Surat Municipal Borough.
  - (2) The following areas in the Chorasī Taluka of the Surat District:—
    - (i) The revenue limits of the Athva Village.
    - (ii) The areas comprising Survey Nos. 42, 43-A, 43-B, 44, 50, 51, 52, 53-A, 53-B, 53-C and 54 to 59 of the Umra Village.
    - (iii) The area comprising Survey Nos. 16, 19 to 25, 30, 32-A, 94-127 and 132 only of the Majura Village.
    - (iv) The areas comprising Survey No. 1 (Warehouse Premises only of the Khatodra Village).
    - (v) The areas comprising Survey Nos. 70, 72-A and 72-B only of the Bhatar Village.
  - (3) The Rander Municipal District.
  - (4) The following areas in the Chorasī Taluka of the Surat District:—
    - (i) The area comprising Survey Nos. 33 to 40, 42 to 44, 27 to 49, 83, 114 to 119, 127 to 135, 168 to 198, 217 to 348, 350 to 359, 372 to 374, 379 to 380 of the Rander Village.
    - (ii) The areas comprising Survey Nos. 14, 14-A, 15, 16/1 and 16/2 of the Pisad Village.
    - (iii) The areas comprising Survey Nos. 1, 2-A, 2-B, 5-A, 5-B, 7/1, 7/2, 8 to 11, 113 to 117 and the entire village site of the Jahangirpura Village.
    - (iv) The areas comprising Survey Nos. 1 to 3, 6 to 10, 27, 28, 30, 32, 54, 55, 56, 57-A, 57-B, 58, 59, 60-A, 60-B, 60-C, 64, 65, 74 to 82, 83-A, 83-B, 158 to 162, 178, 179, 190/1, 190/2, 190/3, 191, 192, 196 to 212, 215-A, 215-B, 216, 217 and the entire site of Jahangirabad village.
    - (v) The areas comprising Survey Nos. 543, 544, 557, 558-A/1, 558-A/2, 558-A/3, 558-A/4, 558-B, 558-C, 559 to 563, 564-A, 564-B, 565 to 569 and 704 of the Adajan Village.
    - (vi) The areas comprising Survey Nos. 1 to 3, 10, 137 to 140, 142 to 148, 286 to 290, 292, 293, 297, 303 to 315, 320, 322, 342, 343, 349 to 356, 358 to 389, 394 to 422, 424, 433 to 453, 454, 455, 456, 457, 463, 464, 465, 477 to 479, 519 to 524, 526 to 531, 533, 535, 538, 542, 544, 546, 548 to 550, 553, 558 and the entire village site of the Katargam village.
    - (vii) The areas comprising Survey Nos. 1 to 16, 17-A, 17-B, 17-C, 21 to 42, 43-A, 43-B, 44-A, 44-B, 45, 46-A/1, 46-A/2, 46-B/1, 46-B/2, 48, 49-A, 49-B, 49-C, 50 to 52, 70 to 72, 74, 75 and the entire village site of the Navagam village.
    - (viii) The areas comprising Survey Nos. 18, 19-A, 19-B, 20 to 32, 36 to 49, 73 to 75, 78 to 84, 87 to 96 and 99 of the Umarwada village.
  - (5) The entire Railway Yard limit of the Surat Railway Station not included in the Surat Municipal Borough.

3. Ahmednagar Municipal Borough, the Cantonment of Ahmednagar and the areas comprising:—

- (i) The Revenue Survey Nos. 1 to 3, 314, 319, 347, 349 and 350 of the Bhingar village.
- (ii) The Revenue Survey Nos. 87-A, 87-B, 88, 89, 91 and 92 and 178 to 180-B of Savedi village.
- (iii) The Revenue Survey Nos. 1 to 12, 27, 94 to 100, 103, 104 and 143 of Maliwada.
- (iv) The Revenue Survey Nos. 51, 55, 112 to 122 of Chahurana Budruk.
- (v) The Revenue Survey Nos. 36 to 39 of Chahurana Khurd.
- (vi) The Revenue Survey Nos. 149-A, 149-B, 182-A and 182-B of Darewadi.
- (vii) The village boundary of Dargadayara and the Revenue Survey Nos. 87 to 95 and 297-B of Nargardewala village and
- (viii) The Ahmednagar Railway Station Yard, which are situated outside the said Borough and Cantonment.

4. The area comprising:—

(1) The Nasik Municipal Borough (including the area known as Sharanpur) and the Survey No. 759 known as Untawadi within the revenue limits of Nasik.

(2) Nasik Road including the areas of the Security Printing, India, Distillery, Nasik Road, Central Prison, and the following areas in Nasik Taluka in Nasik District:—

- (i) The village of Deolali and Vihitgaon;
- (ii) Survey No. 814-B, within the revenue limits of Nasik;
- (iii) Survey Nos. 32-A and 32-B within the revenue limits of the Agar Takli village;
- (iv) Survey Nos. 22, 26, 27-B and 27-C within the revenue limit of Dasak village; and
- (v) The strip of the Nasik-Sinner Road joining the Nasik City and the revenue limits of Deolali village.

(3) The Cantonment of Deolali excluding the area known as Deolali South, the Bhagur Municipal District and the Barnes School area.

5. The area comprising the Belgaum Municipal Borough, the Cantonment of Belgaum and the Belgaum and Khasbag villages lying outside the said Borough and Cantonment.

6. The area comprising:—

(1) The Hubli Municipal Borough.

(2) The area comprising that part of the Negashettikop village, which is outside the Hubli Municipal Borough and bounded on the North West by Survey Nos. 67, 77, 79, and 80 of the said village and on the North by Survey Nos. 137-A, 138, 139 and 140 of the Bengeri village.

(3) The area comprising Survey Nos. 113 to 118 and 140 of the Bengeri village.

(4) The area comprising that part of the Keshawpur village which is outside the Hubli Municipal Borough and bounded on the East by Survey Nos. 28, 29, 68-A and 69 of the said village.

(5) The area comprising that part of the Madinayakan Arlikatti which is outside the Hubli Municipal Borough and bounded on the East by Survey Nos. 68, 90 and 91 of the said village.

(6) The area comprising Survey Nos. 5 and 6 of the Bammapur village.

7. The Kolhapur Municipal area and the Survey Nos. 182-B, 187-A, 187-B, 188, 189-A, 189-B, 190-B, part of 190-A, 191-A, 191-B, 192, 193-B, 195-B, 196-B, 197, 198-B, 199-B, 200-B, 212-B, 213-B, 215-B, 216-B, and 217-B of Valivada village.

[No. PYII-654(8)/53.]

S. N. BHALLA, Dy. Secy.

## (Agriculture)

New Delhi, the 28th December 1953

**S.R.O. 127.**—In supersession of this Ministry Notification of even number dated the 16th December, 1953, the Central Government are pleased to nominate, under Section 4(ix) of the Indian Cotton Cess Act, 1923 (XIV of 1923), Shri Samrath Raj, R.A.S., Director of Agriculture, Rajasthan, to be a member of the Indian Central Cotton Committee.

[No. F.1-2/53-Comm.II.]

New Delhi, the 31st December 1953

**S.R.O. 128.**—In pursuance of the provisions of Sub-section (t) of Section 4 of the Indian Central Oilseeds Committee Act, 1946 (IX of 1946), the Central Government are pleased to nominate Shri R. Narayanaswami, Joint Secretary, Ministry of Finance, Government of India, to be a member of the Indian Central Oilseeds Committee.

[No. F.5-73/53-Com-I.]

F. C. GERA, Under Secy.

## (Agriculture)

New Delhi, the 5th January 1954

**S.R.O. 129.**—The following draft of certain rules which it is proposed to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (I of 1937) and in supersession of the Wool Grading and Marking Rules, 1953 is hereby published as required by the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after 21st January, 1954. Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government:—

1. **Short title.**—(a) These rules may be called the Wool Grading and Marking Rules, 1953.

(b) They shall apply to wool obtained from sheep in any part of India except the State of Jammu and Kashmir and of specified trade descriptions as set out in the annexed schedules.

2. **Grade designations.**—The grade designations to indicate the characteristics and quality of wool of specified trade descriptions other than ginned wool are set out in column 1 of Schedule I. The grade designation of ginned wool is set out in Schedule II.

3. **Definition of quality.**—The definition of quality indicated by the grade designations is specified in columns 2 to 5 of Schedule I.

4. **Grade designation mark.**—The grade designation mark to be applied to each bale or package shall consist of a label bearing the design set out in Schedule III.

5. **Method of marking.**—The grade designation mark shall only be applied on full or half pressed bales, as the case may be, in a manner approved by the Agricultural Marketing Adviser to the Government of India. The following particulars shall be clearly indicated on the label:—

- (i) Serial number;
- (ii) Grade;
- (iii) Colour;
- (iv) Yield percentage;
- (v) Name of place of packing;
- (vi) Date of packing and marking;

Provided that an authorised packer may stamp or write his private trade mark on the bale or package, if such private trade mark represents the same colours quality and grade of wool as that indicated by the Agmark label and is duly certified by the Agricultural Marketing Adviser to that effect.

6. **Method of packing.**—The wool shall be press-packed with covering of new gunny cloth in bales with sufficient number of bands tightly placed around the bale of customary weights of 200 to 450 lbs. (90.7 to 204.1 kg).

7. In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937, the conditions set out in Schedule III to these rules shall be the conditions of any certificate of authorisation issued for the purposes of these rules.

## SCHEDULE I

*Grade Designation and definition of quality of Indian Wool*

| Grade designation | Colour of fibre              | Special characteristics  |   | General Characteristics  |
|-------------------|------------------------------|--|---|--|
|                   |                              | Tolerance limit for colour   | Yield per cent. of wool                       |  |
| 1                 | 2                            | 3  | 4   | 5  |
|                   | White                        | Shall not contain more than 5 per cent. of creamy or tinged white fibres and not more than 1 per cent. of other coloured wool. | (a) Over 75%<br>(b) Over 80%<br>(c) Over 85%  | All grades shall be free from burrs, thorns, sticks, ginned wool, lined wool, fibres other than wool, and other extraneous matters except a few unavoidable.<br><br>No wool having yield less than that has been prescribed under Column 4 will be allowed to be exported. |
| C.W. or T.W.      | Creamy White or Tinged White | Shall not contain more than 10 per cent. of pale yellow fibres and not more than 1% of other coloured wool.                    |   |  |
| P. Y.             | Pale Yellow                  | Shall not contain more than 15% of yellow fibres and not more than 1% of coloured wool.  |   |  |
| Y.                | Yellow                       | May contain deep yellow fibres but shall not contain more than 1% of coloured wool.  | (a) Over 72½%<br>(b) Over 80%<br>(c) Over 85% | Do.  |
| C.                | Coloured Wool                | May contain fibres of any colour.  | (a) Over 65%<br>(b) Over 70%<br>(c) Over 75%  | Do.  |

## SCHEDULE II

*Grade Designation and definition of quality of Indian Ginned Wool*

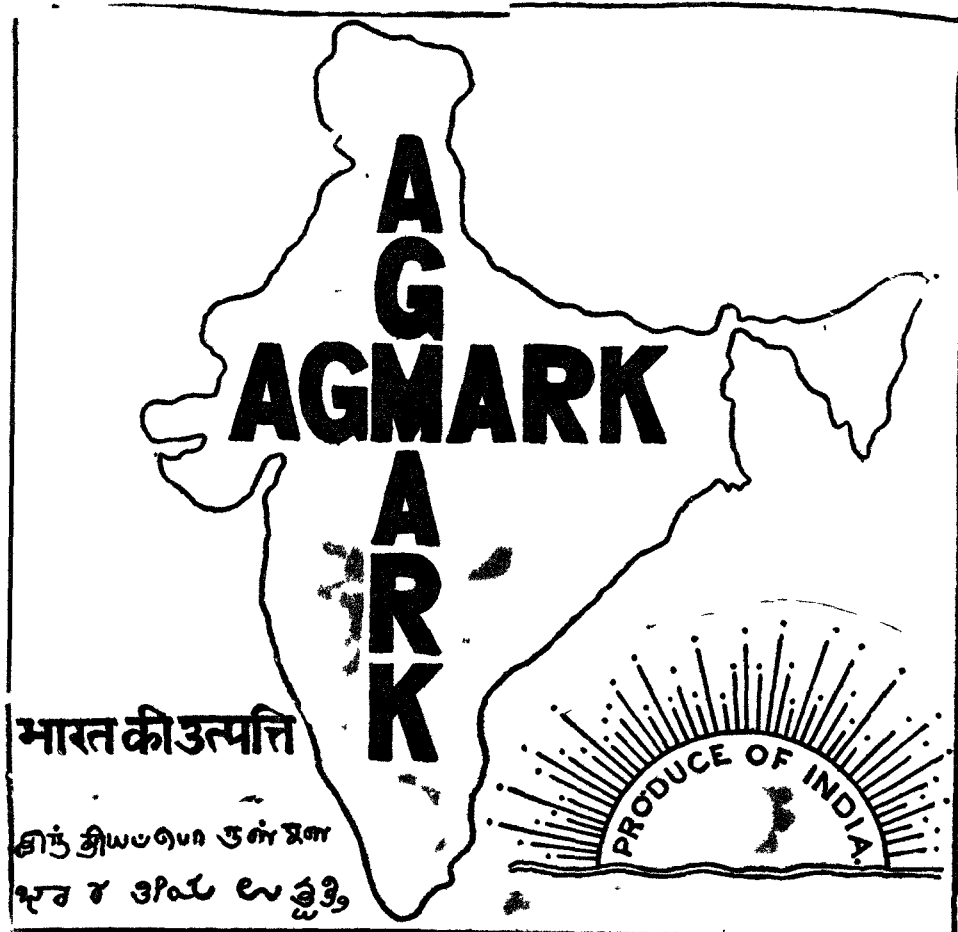
| Grade designation    | Yield percentage of ginned wool | General Characteristics  |
|----------------------|---------------------------------|--|
| White & Creamy White | Over 75%                        | All grades shall be free from burrs, thorns, sticks, fibres other than wool, and other extraneous matter except a few unavoidable. |
| Pale Yellow & Yellow | Over 72 1/2%                    | Do.  |
| Coloured Wool        | Over 65%                        | Do.  |

N.B.—Ginned Wool shall be marked as "Ginned Wool".

## SCHEDULE III

(See Rule 4)

The grade designation mark to be applied to bales of wool shall contain the following design:—



[No. F.5-84/53-Dte.II.]

S. D. UDHRAIN, Under Secy.

## MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 6th January 1954

**S.R.O. 130.**—In exercise of the powers conferred by sub-sections (1) and (2) of section 8 of the Cinematograph Act, 1952 (XXXVII of 1952), the Central Government hereby directs that the following further amendments shall be made in the Cinematograph (Censorship) Rules, 1951, namely:—

In the said Rules—

(1) in clause (viii) of rule 2, for the words "State of Madras", the words "States of Madras, Andhra, Mysore, Travancore-Cochin and Hyderabad" shall be substituted;

(2) clause (iv) of rule 12 shall be omitted;

- (3) in sub-rule (3) of rule 22—
- (a) in clause (b) and the first proviso thereto, the words "typed or printed", in both the places in which they occur shall be omitted;
  - (b) in clause (c), after the words "original certificate" the words "or a duplicate certificate or, where the original certificate did not bear a triangle mark, a photostat copy of the certificate" shall be inserted;
- (4) rule 23 shall be omitted;
- (5) in rule 26, the proviso to sub-rule (5) and the proviso to sub-rule (9A) shall be omitted;
- (6) in rule 27D, in sub-rule (1), for the words "by the District Magistrate" the words "in pursuance of an order passed by the District Magistrate or any magistrate of the first class empowered in this behalf by the District Magistrate", shall be substituted;
- (7) for rule 27E, the following rule shall be substituted, namely:—
- "27E. Information and documents to be given to distributors with respect to certified films as required under section 6A of the Cinematograph Act, 1952 (XXXVII of 1952).—(1) Any person who delivers any certified film to any distributor or exhibitor shall notify in writing to the distributor or exhibitor, as the case may be, all the particulars respecting the film mentioned in section 6A of the Cinematograph Act, 1952 (XXXVII of 1952) together with such other particulars as may be specified on the obverse and the reverse of the certificate granted by the Board in respect of that film.*
- Explanation.—*Delivery of a duplicate copy of the certificate or a copy thereof duly attested to be a true copy by a magistrate shall be deemed to be a sufficient compliance with the provision of this rule.
- (2) The provision of sub-rule (1) shall apply in relation to an amendment of a certificate in respect of a film, as it applies in relation to the certificate itself."
- (8) in rule 29—
- (a) in sub-rule (1), for the word and letters "Form IIA", the word and letters "Form II" shall be substituted;
  - (b) in sub-rule (2), after the first proviso, the following proviso shall be inserted, namely:—
- "Provided further that where a film is altered by excision only, it shall not ordinarily be necessary to appoint an Examining Committee unless the Regional officer in any case otherwise directs."*
- (c) after sub-rule (2), the following sub-rule shall be inserted, namely:—
- "(3) The Examining Committee, appointed under sub-rule (2), shall consist of one member of the Advisory Panel and the Regional Officer or Assistant Regional Officer;*
- Provided that where both the Regional Officer and the Assistant Regional Officer are unavoidably absent at the examination of the film or any reel thereof, the Examining Committee shall consist of two members of the Advisory Panel."*
- (9) rule 30 shall be omitted;
- (10) in rule 32, the existing "Explanation" shall be numbered as *Explanation (1)*, and after *Explanation (1)* as so numbered, the following Explanation shall be inserted, namely:—
- "Explanation (2).—No fee shall be chargeable for any endorsement made by the Board on a certificate in respect of the alteration of a film under rule 29 in cases in which the necessity for appointment of an Examining Committee is dispensed with under the second proviso to sub-rule (2) of the said rule."*
- (11) for rule 33A, the following rule shall be substituted, namely:—
- "33A. Advertisement of films.—Any person advertising a film certified for public exhibition restricted to adults or the exhibition of such film by means of insertions in newspapers, hoardings, posters or hand-bills shall, after the date of its certification, indicate in such insertions in newspapers, hoardings, posters or hand-bills that the film has been certified for public exhibition restricted to adults only."*

(12) in the Schedule—

- (a) Form II shall be omitted;
- (b) Form IIA shall be re-numbered as Form II;
- (c) Form V shall be omitted;
- (d) Form VII shall be omitted.

[No. F.6/14/53-FII(C.C.R.A./9).]

D. KRISHNA AYYAR, Under Secy.

### MINISTRY OF HEALTH

*New Delhi, the 22nd December 1953*

**S.R.O. 131.**—The following draft of further amendments in the Drugs Rules, 1945, which it is proposed to make after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs Act, 1940 (XXIII of 1940), is published as required by the said sections for the information of persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after the 2nd April, 1954.

2. Any objection or suggestion which may be received from any person, with respect to the said draft, before the date specified, will be considered by the Central Government.

#### *Draft Amendments*

(1) In Schedule C—

(a) For item 11 the following item shall be substituted, namely:—

“11. The following drugs and preparations thereof for parenteral administration:—

- (1) Penicillin.
- (2) Streptomycin.
- (3) Chlortetracycline.
- (4) Oxytetracycline.
- (5) Chloramphenicol.
- (6) Viomycin.
- (7) Neomycin.
- (8) Bacitracin.”

(b) Item 12 shall be omitted.

(c) Items 13, 14 and 15 shall be renumbered as items 12, 13 and 14 respectively.

(2) In Schedule C(1)—

For item 9 the following item shall be substituted, namely:—

“9. The following drugs and the preparations thereof not in a form to be administered parenterally:—

- (1) Penicillin.
- (2) Streptomycin.
- (3) Chlortetracycline.
- (4) Oxytetracycline.
- (5) Chloramphenicol.
- (6) Neomycin.
- (7) Magnamycin.
- (8) Erythromycin.
- (9) Bacitracin.”

[No. F.1-21/53-DS.]

*New Delhi, the 29th December 1953*

**S.R.O. 132.**—In exercise of the powers conferred by clause (b) of sub-section (2) of section 6 of the Drugs Act, 1940 (XXIII of 1940), the Central Government after consultation with the Drugs Technical Advisory Board hereby directs that the following further amendment shall be made in the Drugs Rules, 1945, namely:—

To rule 18 of the said Rules, the following proviso shall be added, namely:—

“Provided that if a person fails to apply for the renewal of his certificate of registration before its expiry, the fee payable by such person for the renewal of the certificate of registration shall be one hundred rupees only”.

[No. F.1-4/51-DS(1).]

**S.R.O. 133.**—In exercise of the powers conferred by section 33 of the Drugs Act, 1940 (XXIII of 1940), the Central Government after consultation with the Drugs Technical Advisory Board hereby directs that the following further amendments shall be made in the Drugs Rules, 1945, the same having been previously published as required by the said section, namely:—

In the said Rules—

(1) to sub-rule (1) of rule 69, the following proviso shall be added, namely:—

“Provided that if a person fails to apply for the renewal of his licence before the date of its expiry, the fee payable for the renewal of the licence shall be rupees forty only.”;

(2) to sub-rule (1) of rule 75, the following proviso shall be added, namely:—

“Provided that if a person fails to apply for the renewal of his licence before the date of its expiry, the fee payable for the renewal of the licence shall be rupees forty only.”

[No. F.1-4/51-DS(2).]

*New Delhi, the 4th January 1954*

**S.R.O. 134.**—The following draft of a further amendment in the Drugs Rules, 1945, which it is proposed to make after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by section 33 of the Drugs Act, 1940 (XXIII of 1940), is published as required by the said section, for the information of persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after the 9th April 1954.

2. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

#### *Draft Amendment*

In the third proviso to rule 49 of the said Rules, the word ‘retail’ shall be omitted.

[No. F.1-18/52-DS.]

KRISHNA BIHARI, Under Secy.

*New Delhi, the 30th December 1953*

**S.R.O. 135.**—In exercise of the powers conferred by clause (e) of section 3 of the Dentists Act, 1948 (XVI of 1948), the Government of Madhya Pradesh have nominated, with effect from the 17th December, 1953, Dr. D. M. Kunte, L.M.P., L.D.S.C., Nagpur, as a member of the Dental Council of India to represent the State of Madhya Pradesh, *vice* Dr. R. R. Jaiswal.

[No. F. 6-14/53-MI.]

J. N. SAKSENA, Under Secy.

---

**MINISTRY OF EDUCATION****ARCHAEOLOGY***New Delhi, the 4th January 1954*

**S.R.O. 136.**—In exercise of the powers conferred by sub-section (3) of Section 3 of the Ancient Monuments Preservation Act, 1904 (VII of 1904), the Central Government is pleased to confirm its notification No. F.4-1/53-A.2, dated the 23rd February, 1953 declaring the monuments in Bhopal State described in the schedule annexed thereto to be protected monuments within the meaning of the said Act.

[No. F.4-1/53-A.2.]

T. S. KRISHNAMURTI, Under Secy.

---

**MINISTRY OF IRRIGATION AND POWER***New Delhi, the 30th December 1953*

**S.R.O. 137.**—In exercise of the powers conferred by sub-section (2) of section 38 of the Indian Electricity Act, 1910 (IX of 1910), the Central Government hereby appoints Shri G. C. Goswami, Chief Electrical Inspector and Electrical Adviser to the Government of Assam, to be an Electric Inspector within the State of Manipur.

[No. EL.II-12(19)I.]

---

**ORDER***New Delhi, the 29th December 1953*

**S.R.O. 138.**—In exercise of the powers conferred by section 55 of the Indian Electricity Act, 1910 (IX of 1910), the Central Government hereby authorises the discharge of the functions of the State Government under sections 13 and 18, sub-section (2) of section 34 and sub-clause (2) of clause V and clause XIII of the Schedule to the said Act, in the State of Manipur by Shri G. C. Goswami, Electric Inspector.

[No. EL.II-12(19)II.]

K. L. SAXENA, Under Secy.

---

**MINISTRY OF COMMUNICATIONS***New Delhi, the 4th January 1954*

**S.R.O. 139.**—In exercise of the powers conferred by section 5 of the Indian Aircraft Act, 1934 (XXII of 1934), the Central Government hereby directs that the following further amendment shall be made in the Indian Aircraft Rules, 1937, the same having been previously published as required by section 14 of the said Act, namely:—

After rule 24A of the said Rules, the following rule shall be inserted, namely:—

**"24B. Carriage of prisoners in aircraft.**—No prisoner shall be taken aboard or carried on an aircraft except under and in accordance with a permit in writing issued by the Director General in this behalf, and subject to such conditions, if any, as he may specify in the permit.

**Explanation.**—The term "prisoner" means a person who is confined in any prison and includes a person who is arrested under any law for the time being in force".

[No. 10-A/22-53.]

---

**ORDER***New Delhi, the 30th December 1953*

**S.R.O. 140.**—In exercise of the powers conferred by the rule 160 of the Indian Aircraft Rules, 1937, the Central Government hereby exempts for a further period up to the 30th June, 1954, all persons in charge of aircraft engaged in international

navigation, from the operation of clause (V) of sub-rule (2) of rule 7 of the said Rules, in so far as it requires such persons to carry in the said aircraft, the aircraft and engine log books subject to the condition that the working copies of the aforesaid documents are carried in the said aircraft.

[No. 10-A/87-53.]

K V. VENKATACHALAM, Dy. Secy.

## MINISTRY OF NATURAL RESOURCES AND SCIENTIFIC RESEARCH

*New Delhi, the 28th December 1953*

**S.R.O. 141.**—In exercise of the powers conferred by section 5 of the Mines and Minerals (Regulation and Development) Act, 1948 (LIII of 1948), the Central Government hereby directs that the following further amendments shall be made in the Mineral Concession Rules, 1949, namely:—

In the said Rules—

1. After sub-rule (2) of rule 17, the following sub-rule shall be inserted, namely:—

“(3) In the event of death of an applicant before grant of a prospecting licence, the fee paid under rule 15 shall be refunded to his legal representative.”

2. After sub-rule (2) of rule 28, the following sub-rule shall be inserted, namely:—

“(3) In the event of death of an applicant before grant of a mining lease, the fee paid under sub-rule (1) shall be refunded to his legal representative.”

[No. M.II-152(239).]

T. GONSALVES, Dy. Secy.

## MINISTRY OF PRODUCTION

### ORDER

*New Delhi, the 29th December 1953*

**S.R.O. 142.**—In exercise of the powers conferred by section 4 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), and in supersession of the Notification of the Government of India in the late Ministry of Industry and Supply No. 332, dated the 17th September, 1948, the Central Government hereby directs that the powers conferred on the State Government of Madras by the notification of the Government of India in the late Department of Industries and Supplies No. 349, dated the 10th April, 1947, shall be exercisable also by the Director of Industries and Commerce, Madras, in respect of the matters specified in clauses (d), (e), (f), (h), (i) and (j) of sub-section (2) of section 3 of the said Act, subject to any general or special orders issued by the Central Government.

[No. 18-CI(23)/53.]

P. M. NAYAK, Dy. Secy.

## MINISTRY OF LABOUR

*New Delhi, the 28th December 1953*

**S.R.O. 143.**—In pursuance of sub-section (4) of section 3 of the Mica Mines Labour Welfare Fund Act, 1946 (XXII of 1946), the Central Government hereby publishes the following report of the activities financed from the Mica Mines Labour Welfare Fund for the year ended the 31st March 1953, together with a

statement of accounts for that year and an estimate of receipts and expenditure of the Fund for the year 1953-54:—

## REPORT

### PART I—ACTIVITIES IN BIHAR

The Mica Mines Labour Welfare Fund Advisory Committee for Bihar met three times during the year. Its Finance Sub-Committee also met three times during the year. The two bodies approved new schemes and reviewed the progress of the sanctioned schemes of welfare of mica miners. The progress made in respect of the schemes is indicated below:—

#### I—Medical Relief

(a) *Reservation of beds at Kodarma Hospital.*—Pending the setting up of the Central Hospital at Karma, reservation of ten beds at the Kodarma Hospital for mica miners on payment of a grant of Rs. 13,000 per annum was continued. 2,732 cases of mica miners were treated at that Hospital during the year against 2,931 cases during the preceding year.

(b) *Static Dispensaries.*—The Fund continued maintaining three static dispensaries of its own and an account of their work is given below:

The new and old cases treated at the dispensaries at Dhab, Dhorakola and Ganpatbaghi during the year were 7,290, 9,852 and 9,733 respectively against 10,260, 6,763 and 7,334 respectively during the previous year.

(c) *Mobile Medical Units.*—The two Mobile Medical Units at Kodarma and Dhorakola continued to operate. During the year 5,391 and 6,082 cases respectively were treated by these Units against 3,682 and 2,687 respectively during the previous year. The increasing popularity gained by the Mobile Medical Units is indicated by these figures. These Units served those workers and their families who were unable to take advantage of the static dispensaries owing to distance and lack of communication.

(d) *Central Hospital at Karma.*—The construction of the Central Hospital at Karma progressed satisfactorily. About 59 per cent. of the work had been done at the close of the year.

(e) *Dispensary Building.*—The construction of a dispensary with staff quarters at Dhab and a Maternity and Child Welfare Centre with staff quarters as an adjunct to the dispensary was started during the year. At the close of the year, about 40 per cent. of the work had been done.

(ii) Government sanction for the construction of dispensary and Maternity and Child Welfare Centre with staff quarters at Dhorakola was received.

(iii) The estimated cost of Rs. 1,920-10-0 for the acquisition of land for the construction of dispensary and Maternity and Child Welfare Centre at Ganpatbaghi was deposited in the Treasury. The delivery of possession over the land was awaited. Sanction of Rs. 1,18,316 for the construction of dispensary building and Maternity and Child Welfare Centre with staff quarters was received at the close of the year.

#### II—Anti-Malaria Operations

Distribution of Paludrine tablets to the mine workers as a preventive measure against malaria continued during the year. The incidence of malaria has been reduced considerably. 1,42,267 tablets were distributed during the year.

A supplementary scheme for D.D.T. spraying in the mica field was proposed to be implemented during 1953-54.

#### III—Maternity and Child Welfare Centres

Efforts were made to appoint one Lady Health Visitor at Dhab during the year. Some of the equipments were purchased. The centre started functioning in May, 1953 after the close of the year under report.

#### IV—Provision of Drinking Water

Of the three departmental wells the sinking of which was sanctioned earlier one at Khalaktambi and another at Dhorakola were completed. The sinking of wells at Saphi was nearing completion at the close of the year.

The question of selection of sites for sinking wells throughout the Bihar Mica fields under the subsidy scheme was under consideration.

V—*Mobile Cinema*

The Mobile Cinema gave 182 shows during the year as against 120 during the previous year.

VI—*Multi-purpose Centres*

Owing to non-availability of suitable accommodation only one centre out of four sanctioned by Government functioned at Debour. The centre affords facilities to the miners' children for their education and recreation, to their women for training in handicrafts like sewing, knitting etc. and to adult miners for social education through audio-visual methods. The children's park attached to the centre was very popular. The average daily number of children attending the centre was 60 and of women 11. The average number of adults was 26 per day. The proceedings of the acquisition of land for the Multi-purpose centre buildings at Saphi, Debour, Dhab and Sankh were pending with the State Government at the close of the year.

An annual function at which a baby show, sports for adults and children and prize distribution were arranged was held in March 1953.

VII—*Competitive Sports*

A sum of Rs. 2,000 was sanctioned for organising competitive sports in the mica field of Bihar during the year under report. In order to facilitate participation by a large number of workers from various mines of the mica field, the sports were organised at four centres namely Dhorakola, Debour, Gawan and Dhab in the month of March, 1953. 604 competitors participated. Prizes were distributed to the winners. The following items of sports were included in the competition:—

*Adult Section*

1. Tug of War.
2. Kabbadi.
3. Shot Put.
4. Long Jump.
5. High Jump.
6. 100 Yds. Dash.
7. Relay Race.
8. Javelin Throw.
9. Three legged Race.
10. Cock Fight.
11. 220 Yds. Dash.
12. Sack Race.
13. Archery.

*Children Section*

1. Banana Race.
2. Spoon Race.
3. 50 Yds. Dash.
4. 100 Yds. Dash.

## PART II—ACTIVITIES IN MADRAS

The present Mica Mine Labour Welfare Fund Advisory Committee (Madras) Nellore was reconstituted in April 1951. The Advisory Committee met three times during the year and its Finance Sub-Committee two times. The work done in respect of each phase of its work is briefly stated below:—

I—*Medical Relief*

(a) The three dispensaries at Sydapuram, Kalichedu and Talupur continued to work satisfactorily. The total attendance at each dispensary 32,133, 26,462 and 29,059 respectively.

(b) *Ambulance Van*.—The Ambulance Van was used to convey patients suffering from serious diseases which could not be treated in the Welfare Fund dispensaries, from the Mining area to Headquarters hospital at Nellore. In addition to this, the Ambulance Van was used by the Medical Officers to give Medical aid to the Mica Mine Labourers, who are residing far away from the dispensaries in the Mining area. It was also used now and then by the Welfare staff for purposes of propaganda among labourers regarding Education, Health, Sanitation, Co-operation etc.

(c) *Maternity Centre*.—The four maternity centres at Sydapuram, Utukur, Kalichedu and Talupur working under this organisation conducted 466 maternity cases during the year under report.

(d) *Anti-malaria Scheme.*—The Anti-malaria scheme was brought into force in the mining area in January 1951. The establishment worked under the supervision of the senior Entomologist of the District under the control of the Provincial Government. The expenditure was incurred from the Fund. During the year ending 31st March 1953, an extent of 19,906,671 sq. ft. in the Mining area was sprayed with 656 gallons of D.D.T. There was considerable decrease in the incidence of Malaria. The T.B. Hospital at Nellore for which Rs. 15,000 was donated from the Fund was completed and handed over to Provincial Government. Three Mica Mine Labourers were admitted in the hospital during the year 1952-53. The hospital authorities has not reserved eight beds, as originally contemplated. The matter was under examination.

## II—Educational Facilities

(a) *Elementary Schools.*—Five elementary schools were working under this organisation in the mining area. Free supply of books, slates, etc was made to the school children of the Mica Mines Labourers studying in these schools in addition, to the three private schools run by the proprietors of Sha, Pallimitta and Bhavani Sanker Mines. The total strength of the five Schools was 466. An amount of Rs. 1,910 was granted towards scholarships to the children of Mica Mines Labourers studying in Colleges and High Schools. 42 children of the Mica Mine Labourers were benefited by this.

(b) *Adult Education.*—During the year five Adult Education Schools were run in the mining area.

## III—Recreational Facilities

(a) *Tournaments.*—The annual sports for 1951-52 were conducted in April 1952 and an amount of Rs. 1,007-8-10 was spent from the Welfare Fund towards prizes, and incidental expenses. The annual sports among Mica Mine Labourers for 1952-53 were conducted in the last week of March 1953 under the auspices of the Fund in the Mining area at Kalichedu and an amount of Rs. 980-0-9 was spent towards prizes to winners and other incidental charges.

(b) *Radio Centres.*—Six Radio centres were working in the Mining area for the Mica Mine Labourers.

(c) *Entertainments.*—One Telugu Drama "Chintamani" in April 1952 and four Street drama shows in November and December 1952 and again one Telugu drama "Balanagamma" in the month of March 1953 were put on boards in the mining area. They were very well appreciated by Mica Mine Labourers.

## IV—Miscellaneous

An amount of Rs. 200 was sanctioned by the Advisory Committee to the Junior Inspector of Mines, Nellore, for meeting the expenses for conducting training classes for shot firers in the mining area.

Two creche attendants of Sha and Bhavani Sanker Mica Mines have been given training at "Asokh Vihar" Madras during the year ending 31st March 1953.

The work of construction of the various buildings of this Fund were entrusted to the Central Public Works Department.

## PART III—ACTIVITIES IN RAJASTHAN

The Mica Mines Labour Welfare Fund Advisory Committee for Rajasthan, which was constituted in January 1952, met three times during the year under report. The Committee agreed that the immediate need was to provide medical, educational and recreational facilities, supply of food stuffs at concessional rates and wholesome drinking water. Schemes for the establishment of two 'A' class, three 'B' class and four 'C' class centres at Bagor, Shivrati, Malpura, Ropa, Sardagarh, Tonk, Kishangarh, Bhilwara and Gangapur were under examination. A 'C' class centre will provide medical facilities through mobile vans. A 'B' class centre will consist of dispensary Maternity and Baby Welfare Facilities, grain shop and recreational facilities. An 'A' class centre will provide drinking water and educational facilities in addition to the facilities provided in a 'B' class centre.

## PART IV—ACTIVITIES IN AJMER

The Mica Mines Labour Welfare Fund Advisory Committee for Ajmer which was constituted in January 1952, met two times during 1952-53. The Committee decided that a survey work of the area was necessary before any schemes could be formulated. The Committee also recommended that medical aid should be provided through mobile vans, and that provision of a radio set, free supply of books and slates to the school going children, and giving grant in aid of Rs. 2,000

to the Panchayat for the construction of a school building were necessary. These schemes were under consideration during the year under report.

*Statement of Accounts for 1952-53*

| Receipts                         |                        |         | Expenditure                   |          |                        |
|----------------------------------|------------------------|---------|-------------------------------|----------|------------------------|
| Opening Balance on 1-4-1952.     | Rs.                    | AS. PS. |                               | Rs.      | AS. PS.                |
|                                  | 1,07,45,802            | 13 5    | Bihar ..                      | 3,46,059 | 15-0                   |
|                                  |                        |         | Madras ..                     | 1,15,830 | 6-11                   |
| Receipts during the year 1952-53 |                        |         | Rajasthan                     | 5,226    | 2-6                    |
| ..                               | 13,14,248              | 7-0     | Ajmer ..                      | Nil      |                        |
|                                  | <u>1,20,60,051-4-5</u> |         |                               |          |                        |
|                                  |                        |         | Closing Balance on 31-3-1953. |          | 1,15,92,934-12-0       |
|                                  |                        |         |                               |          | <u>1,20,60,051-4-5</u> |

*Estimates of Receipts and Expenditure for 1953-54*

|             | Rs.       | AS. PS.       |
|-------------|-----------|---------------|
| Receipts    | 25,00,000 | 0-0           |
| Expenditure |           |               |
| Bihar       | 14,08,000 |               |
| Madras      | 4,33,000  |               |
| Rajasthan   | 1,27,000  |               |
| Ajmer       | 44,000    | 20,12,000-0-0 |

[No. M-33 (1) 53.]

A. P. VEERA RAGHAVAN, Under Secy.

*New Delhi, the 30th December 1953*

**S.R.O. 144.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the dispute between certain banking companies and their workmen.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA**

20/1 Gurusaday Road, Ballygunge, Calcutta-19.

**PRESENT:**

Shri C. Bhaktavatsalu Naidu, B.A., B.L., *Chairman.*

(1) REFERENCE No. 4 OF 1953

The Comilla Banking Corporation

*Vs.*

Shri Monmohan Ghosh.

(2) REFERENCE No. 6 OF 1953

The Hindusthan Commercial Bank Ltd.

*Vs.*

(1) Shri Adhir Ranjan De, and

(2) Shri Kumud Bandhu Chatterjee.

(3) REFERENCE No. 9 OF 1953  
The Bengal Central Bank Ltd.  
Vs.

- (1) Shri Akhil Chandra Das;
- (2) Shri Bisweshwar Sen; and
- (3) Shri Chandra Bhusan Tewari.

AWARD

These three References arise out of an order of the Central Government No. LR.100(89)I, dated 8th August 1953, by which an industrial dispute existing between eight Banking Companies specified in column 3 of the schedule annexed to the order and the workmen specified in column 2 of the schedule with reference to matters specified in column 4 were referred to the Central Government Industrial Tribunal at Calcutta. The order appointing me as sole Member of the Central Government Industrial Tribunal, Calcutta, having been notified only in No. LR.60 (180), dated 8th August 1953, the disputes were referred to me afresh by order No. LR.100(89)/I, dated 14th August 1953. As the dispute related to 27 workmen employed in eight different Banking concerns it has been found expedient to split up the dispute into eight references for facilitating service of notices etc. and to avoid confusion. Four of these references viz., Reference Nos. 5, 8, 10 and 11 of 1953 were enquired into and an award was passed on the 30th November 1953 and submitted to Government. Enquiries in three more of the References have since been completed. There is one more Reference viz., No. 7 of 1953 yet to be enquired into and that relates to dispute between the Imperial Bank of India and two of its employees. As it will take some more time for completion of the said enquiry I confine this award to the disputes in the three references mentioned above. The award in Reference No. 7 of 1953 will be submitted soon after as the enquiry in the said Reference is completed.

I shall now proceed to deal with the above Reference in their order.

(1) REFERENCE No. 4 OF 1953  
The Commilla Banking Corporation  
Vs.

Shri Manmohan Ghosh.

This Reference deals with the case of Shri Manmohan Ghosh, an employee of the Comilla Banking Corporation which is merged with a Bank known as the United Bank of India Ltd. The complaint of this workman was that leave was denied to him from 1942 to 1945. When notice was given to him calling upon him to file statement of claims he filed a statement on 3rd December 1953 stating that he has decided not to contest the case before the Tribunal and has placed his claim for the kind consideration and goodwill of Shri B. K. Dutt, the General Manager of the United Bank of India Ltd., Calcutta. In effect he has chosen not to press his case before the Tribunal. The management of the United Bank of India Ltd. sent a communication to this Tribunal dated 3rd/4th December 1953 to the effect that they are not submitting any written statement in view of the attitude adopted by the workman. It is, therefore, seen that there is at present no subsistent dispute between the workman and his employers and hence there is no necessity to proceed further in the matter. I pass an award accordingly.

(2) REFERENCE No. 6 OF 1953  
The Hindusthan Commercial Bank Ltd.  
Vs.

- (1) Shri Adhir Ranjan De,
- (2) Shri Kumud Bandhu Chatterjee.

APPEARANCES: Shri Adhir Ranjan De, in person.

Shri Kumud Bandhu Chatterjee, in person.

Shri D. L. Sen Gupta, Advocate, for Shri K. B. Chatterjee.

Shri S. K. Bose, Counsel, instructed by Shri K. P. Mookerjee of Messrs. Khaitan & Co., Solicitors, for the Hindusthan Commercial Bank.

This Reference relates to two workmen (1) Shri Adhir Ranjan De and Shri Kumud Bandhu Chatterjee, employees of the Hindusthan Commercial Bank Ltd. Their complaint is that they were dismissed from the Bank's service without proper grounds. On notice being given to Shri A. R. De calling upon him to file a statement of claim he filed a statement on 20th August 1953 pointing out that he was a political sufferer and was appointed in the Bank on introduction of

a very powerful congress leader without any reference to the Calcutta Agent, Shri S. P. Puri, who took it as an insult and hence the workman was in the bad books of the said Agent from the very beginning. He states that between the period from December 1948 and January 1949 there were five cases of fraud in the Bank in three Current and Savings Bank Accounts involving a sum of Rs. 8,500 when he was working as a Supervisor in the Bills Department and that Shri S. P. Puri, who happened to make a payment of Rs. 5,000 on a forged instrument being presented, in order to save his skin, threw the blame on other persons. His case is that he was informed that he would be allowed to resume his duties when he was exonerated by the police and that when the police after a long period of investigation failed to file a charge-sheet against him and was discharged by the Chief Presidency Magistrate at Calcutta, the Bank refused to allow him to resume his duties and dismissed him without framing a charge-sheet, without giving him an opportunity to offer his explanation and without holding any enquiry. The workman filed suit No. 4073 of 1950 in the Court of the Small Causes of Calcutta for recovery of the money due on account of salary and dearness allowance during the suspension period and his contribution to employees Provident Fund. A decree was passed in his favour on 18th August 1951 and there was a finding that there was no misconduct on the part of the workman. The appeal filed by the Bank against the decision of the learned Judge of the Small Causes Court was dismissed with full costs.

The case as set out in the written statement filed by the management on the 28th September 1953 is as follows: Shri Adhir Ranjan De was appointed on 3rd July 1946 as a graduate probationer and he worked as a Supervisor of the Calcutta Branch from July 1947. One Major R. N. Chadda had a Savings Bank Account with the Bank and in February 1949 it was discovered that a sum of Rs. 5,000 had been withdrawn from the said account in an unauthorized manner by means of a forged withdrawal form. The matter was reported to the police on the 14th February 1949. Later it was found that several sums amounting to Rs. 2,700 were withdrawn unauthorisedly from the account of one Shri K. S. A. Raman. There was another unauthorised withdrawal of Rs. 800 from the account of Shri R. S. Puri. These matters were also reported to the police who in the course of the investigation took the view that Shri A. R. De and three other persons viz., (1) Shri Dinesh Chandra Bhowmick, (2) Shri K. B. Chatterjee and (3) Shri B. L. Gupta conspired together and were responsible for the said unauthorised withdrawals. The matter was fully investigated by the Bank and the police also obtained expert opinion at the cost of the Bank and came to the conclusion that the signatures purported to have been made by Shri R. S. Puri were forged by Shri A. R. De. It was also found that the writings in the withdrawal slip dated 8th February 1949 in the account of Major R. N. Chadda as well as the writings on the back of the slip dated 24th January 1949 in the account of Shri K. S. A. Raman were forged by Shri Dinesh Chandra Bhowmick. It was also found during the investigation that Shri B. L. Gupta's handwriting was found on the cheque containing the forged signature of Shri R. S. Puri and the three withdrawal slips containing the forged signature of Shri K. S. A. Raman were in the writing of Shri A. R. De. In the circumstances, the Bank came to the conclusion that Shri A. R. De was a party to the forgery and the breach of trust by withdrawing the funds of the Bank in an unauthorized manner. After setting out this case the Bank proceeds to set out the decision of the Sen-Tribunal wherein it was found that the circumstances of these cases were such as to justify the Bank's action in terminating the services of the workmen.

In the statement of claim filed by Shri Kumud Bandhu Chatterjee it is stated that during the period of service in the Bank he did his work sincerely and honestly to the entire satisfaction of his superior officers, and all the parties who came to have dealings with the Bank; but that unfortunately on 1st March 1949 the Agent Shri S. P. Puri all of a sudden falsely implicated him in a fraud case. He states that he was arrested without justification and that after his release he was not allowed to join his duties and was finally dismissed though the police could not make out any case against him. His complaint is that he was removed from service without any charge-sheet being framed against him and without giving him an opportunity to offer explanation and without holding any enquiry in the matter. He prays that he may be reinstated, as the dismissal was in violation of the principles of natural justice and his dismissal order was made *mala-fide* by the management.

In the written statement filed by the management the cases of fraud as well as the complicity of A. R. De, D. C. Bhowmick and B. L. Gupta in the said cases which are set out in the written statement filed in the case of Shri A. R. De are reiterated. Specifically in the case of Shri K. B. Chatterjee it is mentioned that the letter purported to have been written by Major R. N. Chadda dated 9th February 1949 regarding the second withdrawal of Rs. 4,600 had been proved to have

been typed by Shri K. B. Chatterjee on the Bank's typewriter; he having come to the office at the material time at about 8-30 A.M. in the morning and typed two or three small letters and thereafter obtained the ledger books from the Jemadar although the Bank was not open at that time. From these circumstances it is inferred that Shri K. B. Chatterjee was a party to the conspiracy to commit forgery and breach of trust by withdrawing the funds of the Bank in an unauthorised manner. It is also stated that Shri K. B. Chatterjee was not acquitted or exonerated but only discharged on the ground that there was no sufficient evidence to warrant conviction and that the Bank has very reasonable grounds to believe that Shri K. B. Chatterjee was guilty of the offence of forgery. Reference is also made to the conclusion arrived at by the Sen-Tribunal in regard to the case of Shri K. B. Chatterjee.

On these pleadings the points that arise for consideration are:

- (1) Whether the Bank was justified in dismissing Shri A. R. De and Shri K. B. Chatterjee from service;
- (2) If the Bank was not justified in dismissing these two persons what is the relief that they are entitled to?

So far as the case of Shri A. R. De is concerned no evidence has been adduced on either side. Shri A. R. De, who argued his case personally urged that no charge-sheet was framed against him, no opportunity was given to him to explain himself and that there was absolutely no enquiry. He stated that after he was arrested by the police no case could be made out against him and therefore the police dropped the matter without taking any action and that no weight should be attached to the opinion of the handwriting expert who was not examined before any Court or Tribunal. He relies upon the decision given by the Small Causes Court Judge to the effect that his dismissal was without any proper grounds and therefore he was entitled to salary during the suspension period and states that an appeal filed by the Bank against that decision was dismissed. He prays for reinstatement or in the alternative for compensation so that he might be able to start a business of his own.

The Bank who relied upon the opinion of the handwriting expert was not in a position to adduce the evidence of that expert. It is not the Bank's case that after the police had dropped the matter a charge-sheet was given to the workman or that he was given an opportunity to offer his explanation. There was no independent enquiry by the Bank in the presence of the accused. The Bank acted on suspicion and dismissed the workman. During the course of the police investigation when the workman was released on bail he wrote to the Bank asking for permission to resume his duties. In reply to this the Bank stated that it was not possible to allow him to resume duties unless he was exonerated by the police. The Bank also repeatedly informed the workman that even the question of payment of salary during the period of suspension would be considered only after the workman was completely exonerated by the police authorities. Finally on 5th October 1949 the workman was informed by the Bank that as he was arrested by the police authorities on definite suspicion the question of his reinstatement in the Bank's service did not arise and that his name had been removed from the Bank's pay roll from 24th May 1949 on which date he was arrested. It was also stated that the excess salary paid for eight days will have to be deducted from the workman's contributions to the Bank's Provident Fund. After the Sen-Tribunal gave its award the workman again applied for the salary, allowances etc., during the suspension period and also for payment of the Provident Fund amount which was wrongfully withheld. The Bank having failed to pay the amount, a suit was filed in the Small Causes Court, Calcutta and a decree was passed in favour of the workman after holding that there was no misconduct on the part of the workman and that in any event the Bank failed to prove that there was any misconduct on the part of the workman. The appeal filed by the Bank against this decision was dismissed.

On these facts there can be no doubt that there was a violation of the principles of natural justice. When the police, to whom a case of forgery was entrusted found that there was no evidence to proceed further and dropped the matter the Bank ought to have framed a charge against this workman, and given him an opportunity to explain his conduct and must have held an enquiry in his presence and then come to a conclusion regarding the complicity or otherwise of the workman in the fraud and the forgeries. On the other hand, the Bank did not take recourse to any of these proceedings but merely relying on the opinion of the expert, whose evidence is not available even at present, acted on mere suspicion and dismissed the workman. There is also no reliable evidence before me to show that the workman was a party to the fraud or was connected with the forgeries.

Then turning to the case of Shri Kumud Bandhu Chatterjee it is seen that though he was arrested by the police and investigation was made, the police were not in a position to gather evidence sufficient to proceed further in the matter and were obliged to drop the proceedings against him. Even in his case there was no subsequent charge-sheet or enquiry and no opportunity was afforded to the workman to explain his conduct. The Bank proceeded on the material available to them and suspecting that the workman was connected with the fraud and that he was one of the conspirators in the matter of the withdrawal of Rs. 5,000 from the account of Major R. N. Chadda dismissed him.

In this case both the parties are represented by lawyers. Shri S. K. Bose, Counsel, instructed by Shri K. P. Mookerjee of Messrs Khaitan & Co., Solicitors, appeared for the management and Shri B. L. Sen Gupta, Advocate, appeared for Shri K. B. Chatterjee. Shri K. B. Chatterjee was examined as WW-1 and two witnesses were examined on behalf of the Bank. KW-1 is Salig Ram Pandhya, Jemadar of the Bank and EW-2 is Shri P. C. Sen who is at present the Agent of the Hindusthan Commercial Bank, Manicktolla Branch. It is said that in 1949 when the unauthorised withdrawals took place he was officer-in-charge of the Deposit Department of Netaji Subhas Road branch. At that time Shri K. B. Chatterjee was a ledger-keeper in the Bank and his business was to verify the balances, to make entries in the ledger, to write the cash scroll books and also to write pass books. The evidence of EW-2 merely goes to show that when the dispute was raised as regards unauthorised withdrawal under Ex. 1 explanation was demanded from the clerks in the Agent's room and as the explanation was not satisfactory the matter was reported to the police. He admits that Shri K. B. Chatterjee was arrested as he was suspected to be implicated in the forgeries. He also states that oral explanation was taken from Shri K. B. Chatterjee for passing instructions on Ex. 1(b) which were beyond his jurisdiction and he was reprimanded orally for writing a note on it. He is not in a position to state that there was any other occasion on which Shri K. B. Chatterjee was reprimanded. It is therefore clear that the Bank acted only on mere suspicion and that there was no written record about any charge sheet or enquiry. Strong reliance however is placed on the circumstance that Shri K. B. Chatterjee was the person who received the withdrawal slip (Ex. 1) and who wrote a remark on Ex. 1(b) to the effect that the Pass Book which had already passed on by him to the Dak Department should not be sent to the party but should be retained. Reliance is also placed on the evidence of EW-1, the Jemadar, who states that about 10 or 15 days before the police held the enquiry Shri K. B. Chatterjee came to the Bank at about 8-30 A.M. and typed two or three letters and also obtained from him the ledger book. The Jemadar however could not identify the letters that were typed in the office. Further he is still in the service of the Bank and much weight cannot be attached to his evidence. The writing of Shri K. B. Chatterjee on Ex. 1(b) which runs:

"PB delivered to Dak dept at 11 O'clock, advice dak not to send."

no doubt throws a good deal of suspicion on Shri K. B. Chatterjee. It was not his business to issue directions to the Dak dept. as to what should be done on the request made by the party in the letter. He however goes out of the way and directs that the Dak department should not send the Pass Book by post. This conduct on the part of Shri K. B. Chatterjee might show that he was very anxious to see that the pass book did not reach the hands of the depositor, but from this endorsement no definite conclusion can be drawn that Shri K. B. Chatterjee was one of the persons connected with the fraud and forgery. He might have been an innocent tool in the hands of Shri Bhowmic, who appears to have been at the bottom of the fraud. On the slender evidence placed before me it is not possible to come to the conclusion that Shri K. B. Chatterjee was one of the persons connected with the forgery and fraud.

The law relating to the powers of Industrial Tribunals to interfere with punishment meted out by managements for misconduct and to the relief that should be given by Tribunals in cases of wrongful dismissals has been laid down in the decision of a Full Bench of the Labour Appellate Tribunal reported in 1952 Labour Appeal Cases page 490 (Buckingham and Carnatic Company Ltd. Vs. Their workers represented by the Madras Labour Union and Madras Textile Workers' Union). In that case it was held "that in cases of dismissal for misconduct, if there is evidence to support the action of the management, the Tribunal will not substitute its own judgment for the judgment by the management. But that the decision of the management with regard to a charge of misconduct against an employee will not prevail—if

(a) there is want of bona-fides, or

- (b) it is a case of victimization or unfair labour practice or violation of the principles of natural justice, or
- (c) there is a basic error of facts, or
- (d) there has been a perverse finding on the materials."

It has also been observed that the decision of the management is liable to be revised if the Tribunal is of opinion that the punishment is so unjust that a remedy is called for in the interests of justice but that it must however be remembered that it is essential that the matter should not be viewed subjectively from the point of view of the employer or the employee but also objectively in the interest of industry for bringing about a harmony in the relationship between the two. Though while applying the principles above stated, I am unable to find there is any want of bona-fides on the part of the management or that the two cases above-mentioned are cases of victimization or unfair labour practice, I am satisfied that there has been a violation of the principles of natural justice when the management proceeded to dismiss the workmen on mere suspicion without having come to a reasonable conclusion after due enquiry and after giving the workmen an opportunity to explain their conduct. In the cases of the above two workmen there was not even a charge sheet framed and the workmen were not called upon to give explanation. In a recent case decided by the Labour Appellate Tribunal reported in 1953 II LLJ, page 864 it was held that the fact that the workmen have submitted their explanations to the charge sheet, could not dispense with an enquiry and recording of finding arrived on evidence. In a still more recent decision of the Special Bench of the Labour Appellate Tribunal in Application (Bom) No. 10 of 1953, dated 2nd November 1953 for permission to dismiss a worker, it was found that a charge-sheet was framed but no enquiry was held which could be called an enquiry and it was held that holding an enquiry, giving intimation of the enquiry to the worker, presence of the worker at the enquiry with opportunity to cross-examine the witness or to produce any witness of his own so to say what he wanted to say in defence, are all pre-requisites of a proper enquiry in accordance with the principles of natural justice. In a decision reported in 1952 Labour Appeal Cases page 451 (Shri Sitaram Sugar Mills Ltd., Baitalpur, Deoria Vs. Secretary, Baitalpur Chini Mill Mazdoor Sangh, Deoria) the Labour Appellate Tribunal held that where an enquiry into a charge against a workman is nominal or perfunctory the Tribunal may review the action of the management dismissing the workman and that if the evidence at the enquiry falls short to fix on a workman the criminal intent imputed to him in the charge-sheet, he cannot be condemned on mere suspicion. There are also decisions of Industrial Tribunals which have laid down that, where the dismissal of the employee was based on the report of the superior which itself was prepared without any enquiry, it cannot be held proper and legal as the employee cannot be made a victim of certain suspicions which however grave they may be cannot be the substitute for proof and no employee can be sacked without proper enquiry and cogent proof and that therefore discharge or dismissal from service without due enquiry is bad in the eye of law (*vide* 1953 II LLJ p. 883; 1953 I LLJ p. 726; 1953 I LLJ p. 705). It is therefore clear that a dismissal of workman without holding a proper enquiry and giving an opportunity to the workman to explain his conduct is a violation of the principles of natural justice and that therefore in a case where there has been no charge-sheet, no explanation called for and no enquiry whatsoever, there can be no doubt that the punishment meted out to the workman cannot be justified. I therefore hold that the dismissal of the 2 workmen above-mentioned having been made in violation of the principles of natural justice is not justified and is liable to be set aside.

The next question to be considered is what is the relief that should be granted to these workmen. It has no doubt been held in 1952 Labour Appeal Cases p. 490 that the normal rule in cases of wrongful dismissal is reinstatement but it has been observed that in ordering reinstatement "The Tribunal is expected to be inspired by a sense of fairplay towards the employee on the one hand and considerations of discipline in the concern on the other and that the past record of the employee, the nature of his alleged present lapse and the grounds on which the order of the management is set aside are also relevant factors for consideration." The learned advocate for the workmen relies upon a decision in the case between Suti Mill Mazdoor Union, Kanpur and J. K. Cotton Spinning and Weaving Co. Ltd. (1951 I LLJ p. 457) where it has been held that it was a new theory in industrial field that an employee who has lost the confidence of the employer could be dismissed. While it is true that an employee cannot be dismissed merely on the ground that the employee lost the confidence of the employer it is a relevant factor to be taken to consideration in determining the nature of relief that should be given. It has been held in Benares Light & Power Co. Ltd., Benares Vs. Bijlighar Mazdoor Sangh, Benares (1952 Labour Appeal Cases p. 243)

that "Where it is clear that reinstatement would not tend to promote harmonious relations between the parties, but would have an opposite effect, the parties having lost confidence in each other, the proper order is not reinstatement but adequate compensation." In the decision in 1952 Labour Appeal Cases p. 451 already referred to it has been held that if on the evidence reasonable suspicion arises against a workman and the management says that it has lost confidence in his honesty, it is not a fit case for reinstatement but for substantial compensation. Applying the principles laid down in these decisions it seems to me that the appropriate relief to be given to these two workmen is not reinstatement but only substantial and adequate compensation.

The next question to be dealt with is as to the quantum of compensation to be granted. The dismissals were in the year 1949 and nearly 4½ years have elapsed.

Shri Kumud Bandhu Chatterjee got re-employment in January 1950 though it is stated that his salary is only Rs. 45. Shri Adhir Ranjan De states that in case reinstatement could not be ordered he would be satisfied if substantial compensation which would be sufficient to enable him to start a business to eke out his livelihood is allowed. Considering all the circumstances I feel that the ends of justice would be amply met by directing the management to pay each of the workmen compensation amounting to one year's salary and dearness allowance at the rate which the workmen were getting on the date of suspension from service.

In the case of Shri A. R. De the amount of salary and dearness allowance which he has already received from the management by filing a suit and obtaining a decree will be deducted from the compensation awarded to him. In the case of Shri K. B. Chatterjee he will in addition to the salary and dearness allowance recover from the management the amount of contribution to his Provident Fund. The compensation will be paid within one month from the date when this award becomes operative. I pass an award accordingly.

(3) REFERENCE NO. 9 OF 1953

The Bengal Central Bank Ltd.

Vs.

Their workmen—

- (1) Shri Akhil Chandra Das
- (2) Shri Chandra Bhusan Tewari
- (3) Shri Bisweshwar Sen.

APPEARANCES: Shri Akhil Chandra Das in person.

Shri Chandra Bhusan Tewari in person.

Shri D. L. Sen Gupta, Advocate, for Shri A. C. Das and  
Shri C. B. Tewari.

Shri Sailesh Chandra Chakravarty, Advocate, for the Bank.

This Reference relates to three workmen who complain that their promotion to the junior officer's rank had been denied to them. Out of these three persons Shri Bisweshwar Sen has in spite of a notice, failed to file a statement of claims and has not appeared before the Tribunal at the time of the enquiry even though the notice of date and place of enquiry was given to him. It is therefore evident that he is not prepared or willing to press his claim. He will not be entitled to any relief.

The case of Shri Akhil Chandra Das is that he is a graduate of the Dacca University having passed the B. A. Degree Examination in 1935 with, English, Politics and Economics as the subjects and that he is an all round sportsman, who is intelligent, honest, efficient and active. He states that he was selected for the post of a Junior Officer at Dacca for the office to be opened at Narsinghdi but for some reasons he was subsequently called at the head office and was given a fresh letter of appointment in almost identical terms as before; he having been given an assurance that he will be confirmed as a Junior Officer on completion of the period of probation on a pay of Rs. 100. He also states that when he saw the term 'Assistant' mentioned in his letter of appointment he appealed to Shri Sudhir Bhattacharjee, Superintendent to the Company, who assured him that his appointment was specifically for the post of an officer; and that he relied upon the assurance of Shri Bhattacharjee as he gathered on enquiry that officers were appointed on the same terms as he was and they were all designated as Assistants during the period of probation. According to him confirmation was

postponed and he was denied the post of Junior Officer as he took active part in the formation of the Union of which he was elected Vice-President. He also states that the nature of work allotted to him on his appointment was that of a Junior Officer; that he was never told that he was not a junior officer or that he was incompetent for the post and that there was no occasion when his efficiency was called into question. He complains that many employees junior to him have been confirmed as Junior Officers and hence the action of the management amounts to victimization and unfair labour practice and is *mala fide* and clearly in violation of the principles of natural justice.

The management contends that the case of the workmen is not an industrial dispute inasmuch as the demand is not for promotion to any higher grade applicable to workmen but promotion to the officers' cadre which is outside the scope of the jurisdiction of the Industrial Disputes Act. Their case is that Shri Akhil Chandra Das was appointed as an Assistant by an order of appointment dated 25th March 1946 and that he accepted the terms of appointment in writing and joined the service on 28th March 1946 and that he not having passed the C.A.I.I.B. Examination within five years as stated in the letter of appointment is not eligible to any relief. As regards the letter of the Dacca Branch the management states that it was not a letter of appointment and that even if it is such a letter, it stood automatically cancelled by reason of a subsequent letter and by reason of his not having joined the service of the Bank in pursuance of the first letter. The assurance said to have been given by Shri S. C. Bhattacharjee is denied and in any event it is stated that Shri Bhattacharjee was not competent to give any such assurance. It is further contended that promotion to officer's cadre depends entirely on the efficiency and capacity of a member of the staff of which the management is the sole judge; and that in the opinion of the management Shri Das is not fit to become an officer. The management denies the allegation of victimization and unfair labour practice.

The case of Shri Chandra Bhusan Tewari stands on a slightly different footing. He was appointed as an Assistant and having worked with proved ability in different Departments, he was promoted to the post of a Junior Officer not only in Girdihi Branch but also in Kodarma Branch, but he was demoted subsequently with ulterior motives. He also states that many persons junior to him have been promoted to the post of Junior Officer and there are absolutely no grounds for superseding him.

The management contends that the dispute raised by the workman is not an industrial dispute within the meaning of the Industrial Disputes Act; that the workman having joined as an Assistant in 1944 is still continuing to be an Assistant and that his past service record does not prove that he deserves promotion to the Junior Officer's grade. The management denies that the workman was ever promoted to the rank of Junior Officer and states that the mere granting of powers of passing officer does not entitle a workman to be promoted. The management denies that there was any *mala fide* demotion or any unfair labour practice.

The only points that arise on these pleadings are:

- (1) Whether the disputes raised by the workmen are not industrial disputes;
- (2) Whether Shri Akhil Chandra Das was appointed or intended to be appointed as Junior Officer and whether he was given an assurance to be confirmed as Junior Officer;
- (3) Whether the management denied promotion to him on account of his Union activities;
- (4) Whether Shri C. B. Tewari was promoted as Junior Officer from the post of an Assistant and was wrongfully demoted;
- (5) Whether Shri Akhil Chandra Das and Shri C. B. Tewari are entitled to be promoted as Junior Officers?

At the enquiry the workmen were represented by Shri D. L. Sen Gupta, Advocate and the management was represented by Shri S. C. Chakraborty, Advocate. Shri Akhil Chandra Das has been examined as WW-1 and Shri C. B. Tewari was not put into the box for examination. Shri Ram Gopal Bysack who was Superintendent of Central Office of the Bengal Central Bank in years 1946/47 has been examined as EW-1.

At the outset it may be stated that there is not much force in the contention of the Bank that the dispute raised by the workmen is not an industrial dispute. It is not denied that clerks could be promoted to the post of Junior Officer nor

could it be contended successfully that the duties of Junior Officer are of a directional or controlling nature. If the duties are only of that nature it can be said that Junior Officers do not come under the category of workmen within the meaning of the Industrial Disputes Act. There is ample authority for this position vide 1952 Labour Appeal Cases page 529, 1952 II Labour Law Journal p. 420 and p. 648 and also at p. 810 and 1953 I Labour Law Journal p. 344. There can be no doubt that the dispute relates to the conditions of employment. I therefore hold that the dispute raised by the workmen is an industrial dispute. I shall now proceed to consider the other questions set out above.

It is admitted that by Ex. A letter dated 26th January 1946, the Manager of the Bengal Central Bank, Dacca Branch offered to appoint Shri A. C. Das as a Junior Officer on a starting salary of Rs. 75 for being confirmed on a salary of Rs. 100 plus dearness allowance after three months. The application for appointment dated 8th April 1945 has not been produced by the management but this is a matter of no consequence, as it is admitted by WW-1 that in pursuance of this letter he did not join his duties but that he was asked by the Manager, Dacca Branch to see the Managing Director. Ex. B is a copy of the letter of appointment. Ex. 1 which is the original letter of appointment which bears initials of Shri A. C. Das in token of his having accepted the terms on 25th March 1946. This order of appointment clearly indicates that Shri A. C. Das was appointed as an Assistant and not as a Junior Officer. The point that is made much of is that the terms of appointment as contained in Ex. 1 are those attached to the post of Junior Officer; but so long as the order of appointment clearly indicates that he was appointed as an Assistant, no oral evidence can be allowed to be adduced in support of the position that the order was really an order of appointment of a Junior Officer. It is stated that Shri Bhattacharjee who is no longer in the service of the Bank assured Shri A. C. Das that the term Assistant in Ex. 1 is a mistake and that after the period of probation Shri A. C. Das would be confirmed as a Junior Officer. The said Shri Bhattacharjee has not been examined as a witness nor could his evidence be of any avail as an assurance said to have been given by him cannot bind the management. Ex. 2 dated 12th February 1946 shows that the appointment made by the Dacca Branch was not approved by the head office. This clearly indicates that the appointment of Shri A. C. Das as Junior Officer was vetoed and Shri A. C. Das accepted the Assistant's place though on somewhat better terms than are generally offered to Assistants. It is suggested that persons with some experience in banking concerns are started on better salary than is offered to raw recruits and probably on account of the experience which Shri A. C. Das had previously, he was offered a salary of Rs. 75 which is generally given to persons recruited to the officers grade. Neither this fact nor the fact that Shri A. C. Das was called upon to enter into an agreement to serve for five years and to pass the Indian Institute of Bankers Examination within five years can convert his appointment as Assistant to an appointment to a Junior Officer's grade. Another point that is urged is that during the probationary period Shri A. C. Das was entrusted with checking work but there is ample evidence to show that even Assistants with some experience were being entrusted with such work. It is admitted that Shri A. C. Das has not passed the Indian Institute of Bankers Examination even though more than seven years have now elapsed since the date of appointment. It is significant that while in the letter dated 25th August 1947 (Ex. D) Shri A. C. Das complains that in spite of express stipulation to be confirmed as Junior Officer his claims were ignored, in the earlier letter dated December 1946 (marked Ex. C) there is no reference to such an assurance. The explanation given by the workman that he all along thought that he was appointed for being confirmed as Junior Officer and so he did not make mention of it in his earlier letter cannot be accepted in view of the specific appointment order under which he was appointed only as an Assistant. When on the 8th September 1947, the workman Shri A. C. Das appealed to the Bank for being confirmed as Junior Officer he was informed that as the letter dated 25th March 1946 did not contain any assurance as claimed by the workman for promotion to the next higher grade, the classification of "Assistant" was in order. Ex. 4 shows that Shri Bhattacharjee put up a note to the effect that the work of Shri A. C. Das was kept under observation and he was not satisfied as to his capacity. Exhibits 5 and 6 have been filed on behalf of the management to show that the workman was not a person who could be found fit for promotion.

Next turning to the case of Shri Chandra Bhusan Tewari it is admitted that his appointment was only as an Assistant. He was working at first in Giridih Branch and was subsequently transferred to Kodarma Branch. It is claimed on behalf of this workman that he was recommended by the internal auditors for promotion as checking officer or passing officer and that the Manager Shri A. K. Roy suggested that he may be promoted as a passing officer. There is however nothing to show that Shri C. B. Tewari was ever promoted as a Junior Officer.

It may be that on account of the exigencies of work it was thought fit to confer upon Shri Tewari the power of a passing officer temporarily. The documents Exs. 8 to 19 filed on behalf of the management show that the work of Shri Tewari was not satisfactory. Both the Kodarma Branch and Giridih Branch did not want to have him on their staff. The proposal to entrust him with the powers of a passing officer or checking officer was subsequently cancelled. Ex. 7 which is a letter of thanks for conferment of powers on him of a passing officer itself shows that the order was never implemented.

It is clear that the appointment of Shri A. C. Das was that of an Assistant and not that of a Junior Officer; that the assurance said to have been given by Shri Bhattacharjee has not been proved and that even if there was such an assurance, it would not bind the Bank. It is also clear that Shri Tewari was at no time promoted as a passing officer or junior officer and therefore there is no question of demotion in his case. It has been laid down in 1951 I LLJ p. 456 (U.P. Electric Supply Co. Worker's Union Vs. U.P. Electric Supply Co. Ltd., Lucknow) that in the matter of promotion from one grade to the other efficiency and other qualifications count besides seniority and that in the matter of promotion it is the management and management alone which is to decide the matter. I am not satisfied that there has been any victimization in the case of Shri Akhil Chandra Das. Since there has been no demotion Shri Chandra Bhusan Tewari cannot have any reason to complain. It may be that some persons junior to these two workmen were promoted as Junior Officer but this would not give a right to these two workmen to claim promotion as seniority is not the only consideration. I therefore find that promotions have not been wrongfully withheld and these two workmen are not entitled to any relief. I pass an award accordingly.

CALCUTTA;

The 16th December 1953.

(Sd.) C. BHAKTAVATSALU, *Chairman*,

Central Government Industrial Tribunal, Calcutta.

[No. LR-100(89).]

**S.R.O. 145.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under Section 33A of the said Act from Shri Aditya Kumar Sen, a workman of Bhalgora Colliery, Jharia.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 327 OF 1953

(arising out of Reference No. 6 of 1952)

In the matter of an application U/S 33A of Industrial Disputes Act 1947

PRESENT:

Shri L. P. Dave, B.A., LL.B.—*Chairman*.

PARTIES:

Aditya Kumar Sen, Time-keeper, Bhalgora Colliery, P.O. & Village Talit, Burdwan Div., West Bengal—*applicant*.

*Vs.*

Manager, Bhalgora Colliery, P.O. Jharia, Dist. Manbhum—*opposite party*.

APPEARANCES:

Shri Aditya Kumar Sen—*applicant*.

Shri Santosh Kumar Bhattacharjee, Manager, Bhalgora Colliery—*for the opposite party*.

#### AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947.

2. The complainant alleged that he was wrongfully dismissed by the opposite party on 6th July 1953 during the pendency of Reference No. 6 of 1952 without obtaining the permission from this Tribunal. He therefore prayed that the opposite party should be ordered to reinstate him and to pay compensation to him.

3. The opposite party contended that the complainant absented himself from duty without leave with the result that the work of the opposite party suffered. A charge-sheet was served on the complainant. His explanation thereto was not proper. Before any orders could be passed thereon the complainant left the

colliery and remained absent upto 6th July 1953. He was thereupon dismissed. The complainant accepted the order of dismissal and handed over the charge of the quarters and took away his dues in full and final settlement of his claim. The opposite party therefore urged that the complaint should be dismissed.

4. On 9th November 1953 the complainant sent a letter to this Tribunal by registered post stating that he had filed the present application through misapprehension, and that he had no claim or grievance against the opposite party and he did not want to proceed with the present application and wanted to withdraw it. After this, a notice was sent to both parties fixing the application for hearing on 15th December 1953. On that date the complainant appeared before this Tribunal and stated in writing that he wanted to withdraw the complaint and that he had filed an application on 28th November 1953 for the same purpose.

5. As the complainant does not want to proceed with this application, it is dismissed. I pass my award accordingly.

The 18th December 1953.

(Sd.) L. P. DAVE, Chairman.

[No. LR.2(365).]

New Delhi, the 31st December 1953

**S.R.O. 146.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the Vishwabharati Insurance Co. Ltd., Calcutta, and its workmen.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA,**  
20/1, Gurusaday Road, Ballygunge, Calcutta-19.

**PRESENT:** Shri C. Bhaktavatsalu Naidu, B.A., B.L.—*Chairman.*

**REFERENCE No. 13 OF 1953**

**BETWEEN**

The employers in relation to the Vishwabharati Insurance Co. Ltd., Calcutta.

**AND**

Their workmen

(Re: Shri Radhika Kanta Sircar)

**APPEARANCES:**

Shri Radhika Kanta Sircar in person.

Shri Jiten Banerje, Joint Secretary, Insurance Employees' Association of Bengal, for the workman.

Shri Rabindra Narayan Rai for the Branch Secretary of the Insurance Company.

**AWARD**

By Order No. LR-90(161), dated the 23rd October 1953 of the Central Government in the Ministry of Labour, the industrial dispute between the Vishwabharati Insurance Co. Ltd., Calcutta and their workman Shri Radhika Kanta Sircar, regarding the termination of the services of the said workman was referred to this Tribunal for adjudication. The question as set out in the schedule is:

"Whether the termination of the services of Shri Radhika Kanta Sircar, from the Calcutta Office of the Company, was justified and, if not, what relief should be granted to him."

On notices being issued to both the parties, Shri Radhika Kanta Sircar filed statement of claims in which it is stated that the workman was recruited on the 18th April 1951 as Superintendent of Fire and Accident Department on a consolidated salary of Rs. 100 p.m.; that in May 1952 his salary was increased to Rs. 125 but that by the company's letter dated 29th November 1952 his services were terminated without assigning any reasons whatsoever. The workman states that the termination of his service is unjust, malicious and wrongful and therefore he should be reinstated in his post without any break and he should be paid salary due to him for November 1952. Reference is also made in the statement to the conciliation proceedings before the Conciliation Officer (Central) Shri S. S. Imam

and the failure of the proceedings by reason of the absence of the company's Branch Manager on all dates subsequent to the first date of conciliation.

The management, in spite of the notice to file written statement on or before the 4th December 1953, failed to do so. On the 7th December 1953 another notice was issued to the management directing them to file a written statement by 11th December 1953 and fixing the enquiry for 22nd December 1953. The management did not file a written statement even on the 11th December 1953 but sent a letter on that day to the Tribunal requesting that the time for filing written statement may be extended. As already sufficient time had been granted and as the request made in the letter was vague in that it did not specify the time required, no further time was granted and a communication was sent to the management stating that no further time could be granted and that the enquiry would be proceeded with on the 22nd December 1953 as already intimated.

At the enquiry the workman Shri Radhika Kanta Sircar appeared in person and the Insurance Employees Association of Bengal, Calcutta, was represented by Shri Jiten Banerje, Joint Secretary and Shri Rabindra Narayan Rai represented the management, the Vishwabharati Insurance Co. Ltd. The workman stated to the Tribunal that the matter was amicably settled as between himself and the management at the intervention of mutual friends and that he does not therefore press the claim. A memorandum signed by both the parties to the effect that the matter had been amicably settled and that there is no longer any industrial dispute between the parties was filed. An award is therefore passed in terms of the said memorandum.

CALCUTTA;

The 22nd December, 1953.

(Sd.) C. BHAKTAVATSALU, *Chairman*,  
Central Government Industrial Tribunal, Calcutta.

[No. LR-90(161).]

*New Delhi, the 2nd January 1954*

**S.R.O. 147.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the dispute between the United Commercial Bank Ltd., and their workmen, regarding the termination of the services of Shri L. R. Merchant and Shri S. K. Mehta.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

REFERENCE No. 8 OF 1953

#### PRESENT:

Shri L. P. Dave, B.A., LL.B.—*Chairman*.

#### PARTIES:

The employers in relation to the United Commercial Bank Ltd.,

AND

Their workmen.

#### APPEARANCES:

Shri Tanubhai D. Desai—*For the Employers*.

Shri S. S. Dighe, Advocate, and Shri M. S. Desai, President, Federation of Bank Employees, Bombay.—*For the workmen*.

#### AWARD

By Government of India, Ministry of Labour, Order No. LR.100(74), dated 29th August 1953, the dispute between the employers in relation to the United Commercial Bank Limited and their workmen in respect of the question whether the termination of the services of Shri L. R. Merchant and Shri S. K. Mehta from the Bombay branch of the Bank was justified and if not what relief should be granted to them has been referred for adjudication to this Tribunal.

2. Notices were issued to the parties. Thereupon the Federation of the Bank Employees, Bombay, filed a written statement contending that the services of Messrs. L. R. Merchant and S. K. Mehta who were working in the Fort office of the United Commercial Bank at Bombay, were abruptly and wrongfully dispensed with by a letter dated 31st August 1950. The Bank did not give any reasons for

dispensing with the services of these employees and refused to do so even after correspondence. The Bank stated that the reasons could not be communicated to the employees concerned, as in the opinion of the management, that was directly or indirectly likely to lay another person open to civil or criminal proceedings at their instance. The employees, not being satisfied with the replies given by the Bank, requested the Federation to take up the matter before the Conciliation Officer. Necessary steps were taken; but the conciliation having failed, the matter has been referred by the Government to this Tribunal. It is further alleged that on 30th May 1950 three tokens bearing Nos. 91, 213 and 223 were found missing from the Bank. On that day, Shri L. R. Merchant was on leave while S. K. Mehta was working as Supervisor assisting the Chief Cashier, and hence had nothing to do with the handling of tokens. The Bank failed to make proper efforts to find out the missing tokens or the person responsible for the loss. It also failed to take further precaution against misuse of lost tokens by changing the series of tokens. On 10th August 1950 when Shri L. R. Merchant was working as Assistant Paying Cashier under S. K. Mehta who was then working as Paying Cashier, one of the missing tokens, namely No. 223, was presented by a person to Shri Merchant at the counter and payments was demanded thereon. The employees having recollected the number thereof as of one of the missing tokens, at once reported the matter to the higher authorities and on these facts the Bank suspended the two employees and dispensed with their services. There were no grounds for doing so, as the employees could not be held responsible for any wrongful act nor could they be suspected of having anything to do with any wrongful act. There was therefore no justification for dispensing with their services and the termination of services was not justified. The two employees have a record of satisfactory service. The Chief Cashier also wrote a letter to the management in which he stated that the employees were innocent. In the circumstances, it was prayed that it be decided that the termination of services of Shri Merchant and Shri Mehta was not justified and they should therefore be reinstated in service with sufficient compensation.

3. In reply to this, the Bank filed a written statement contending *inter alia* that the Federation of the Bank Employees was not competent to submit a statement of claim on behalf of either Mr. Merchant or Mr. Mehta, and the statement filed by the said Federation should therefore be rejected. It was further contended that Mr. Merchant joined service of the Bank on 1st April 1945 and was working as Paying Cashier at the Bombay Branch of the Bank at the time of his termination of his services. Shri Mehta had joined the Bank on 1st June 1944 and was working at the relevant time as the Chief Paying Cashier. Both of them were working under the guarantee of the Chief Cashier. On 30th May 1950 a token bearing No. 223 was lost or misplaced in the cash department. On 10th August 1950 a Savings Bank cheque for Rs. 300 was presented at the Bank's counter for payment. The token clerk issued token No. 229 to the presenter of the cheque and the said number was mentioned at the top of the cheque for the purpose of identification, and calling the presenter when payment was ready. After sometime the presenter of the cheque gave token No. 229 to Mr. Merchant to make enquiries as to when the payment would be made to him for the cheque. Mr. Merchant after consulting Mr. Mehta returned a token to the presenter stating that the cheque had not been passed and was not ready for payment. After sometime, the presenter of the cheque again made enquiries about the cheque and Mr. Merchant enquired from the presenter about the number of the token. The presenter gave the token to Mr. Merchant who consulted Mr. Mehta and stated that this token bore No. 223 which was reported to be missing. The matter was reported by Mr. Mehta to the Officer in Charge of the Deposit Department. On enquiry it was found that the cheque had already been paid against token No. 229. The presenter affirmed that the token No. 223 was the token returned to him by Mr. Merchant and the only conclusion that could be drawn was that the Paying Cashier must have received token No. 229 from the presenter at the time of the first enquiry and returned the missing token No. 223 which might have been in his custody. The Paying Cashiers were not able to give satisfactory proof about the identity of the presenter of token No. 229 to whom the payment was alleged to have been made. The presumption was that the exchange of tokens was done by the Paying Cashiers and payment for the cheque received by themselves instead of being made to the presenter of the cheque. Enquiries were made by the Bank and by the Police and eventually the Bank had to pay the amount of the cheque namely Rs. 300, to the account holder. In the light of the enquiries and taking all relevant points into consideration, the Bank came to the conclusion that there were reasonable grounds for suspecting complicity in this fraud on the part of Messrs. Merchant and Mehta. The matter was a serious one and the Bank therefore took a serious view of the situation and was obliged to remove from its-service persons against whom it had a genuine suspicion, especially

when they were attached to the Cash Department. Accordingly their services were terminated on 31st August 1950 and they were paid three months' salary and allowances in lieu of notice. No charge-sheet was required to be issued in such circumstances and none was given. Under the provisions of Sen Award, which was then in force, the Bank had every right to take such action. After termination of the services of Messrs. Merchant and Mehta, they wrote to the Bank on 1st September 1950 challenging the validity of the Bank's orders terminating their services. The Bank replied on 11th September 1950 informing them that it was within its rights in terminating their services. Both Messrs. Merchant and Mehta were fully aware of the reasons for which and the circumstances in which their services were terminated. On 20th September 1950 Mr. Merchant wrote to the Bank stating that the encashment by him of the cheque given to him by the Bank representing three months' salary and allowances was without prejudice to his rights and contentions in the matter. A similar letter was written to the Bank by Mr. Mehta on 2nd October 1950. On 16th October 1950 Messrs. Mehta and Merchant applied to the Bank for adjustment in their salaries as directed in the Sen Award upto the date of their termination of their services and this was done by the Bank and the arrears due to them after such adjustment were paid to them. The claims made by Merchant and Mehta in respect of Provident Fund dues were settled by the trustees of the United Commercial Bank Employees Provident Fund on 13th March 1951 and they were paid their respective contributions to the Fund and also the Bank's contributions although they were not eligible for the same as they had not put in ten completed years of service as required under the Rules. Subsequently Mr. Merchant and Mr. Mehta applied to the Bank on 24th April 1951 and 11th April 1951 respectively for payment of salary for the period of privilege leave earned but not availed of by them as provided by law. Such salary was also paid to them by the Bank. While receiving these payments, both Mr. Merchant and Mr. Mehta gave receipts to the Bank on 1st May 1951 and 26th April 1951 respectively wherein they clearly stated that they had no further claim on the Bank. From all this, it would appear that though at first Messrs. Merchant and Mehta challenged the validity of the Bank's orders terminating their services and claimed reinstatement, they subsequently abandoned such claim and instead preferred claim to certain payments and all these payments being made, they were satisfied and gave receipts to the Bank specifically mentioning that they had no further claim against the Bank. In other words, the disputes, if any, between them and the Bank should be deemed to be finally settled with the signing of these receipts. They were precluded and estopped from making any further claim against the Bank and no claim for reinstatement or other relief would now lie. The Bank submitted that the claim made by the Federation of Bank Employees should be dismissed as unwarranted and unjustified.

4. The first point that arises for consideration in this case is whether the Federation of Bank Employees, Bombay, could file a written statement or a statement of claim on behalf of the workmen. In this connection, it may be noted that what was challenged by the Bank in its written statement was that the Federation was not competent to submit any statement of claim on behalf of either Mr. Merchant or Mr. Mehta. It may however be noted that the present reference does not relate to a dispute between the Bank on the one hand and Messrs. Merchant and Mehta on the other. As a matter of fact, such a dispute would not be an industrial dispute as defined in the Industrial Disputes Act. The dispute referred to the Tribunal for adjudication is a dispute between the Bank and its employees, that is, all the employees taken as a whole. The contention of the Bank therefore that the Federation was not competent to submit a statement of claim on behalf of Mr. Merchant and Mr. Mehta has no force.

5. At the time of arguments, Mr. Desai on behalf of the Bank urged that the Federation can represent a party under Section 36 of the Industrial Disputes Act, but that the representation would be quite different from making a claim on behalf of the workmen. It was further urged that the union or the Federation as such was not a party and even the Union could not have filed a written statement on behalf of the workmen; but the workmen must file a written statement themselves. He further urged that pleading by a representative was not a pleading of a party and hence written statement filed by the Federation should be rejected. I am unable to accept any of these contentions. Mr. M. S. Desai, Exhibit 43, who is the President of the Federation, has stated in his evidence that the employees of the United Commercial Bank Limited, Bombay, have a Union known as UCO Bank Employees Union and that this Union has been affiliated to the Federation of Bank Employees. This would mean that the Federation represents the employees of the United Commercial Bank Limited, Bombay, and as such, it has a right not only to appear on behalf of the workmen but also to file a statement on their behalf. In this connection, I may also point out that a copy of the Order of

reference made to the Tribunal by the Government has been sent by the Government to the President of the Federation of Bank Employees. Actually, no copy has been sent to anyone else on behalf of the workmen. This shows *prima facie* that the President of the Federation of Bank Employees was recognised as representing the workmen of the United Commercial Bank Limited. I may also point out that when the workmen concerned namely Messrs. Merchant and Mehta approached the Federation, the Federation wrote two letters Exhibits 23 and 24 to the Bank in respect of their grievances. The Bank's replies thereto are Exhibits 26 and 27. No objection was raised in these replies to the Federation that they had no *locus standi* in the matter. Further correspondence has also been entered into in respect of this matter by the Federation. On the whole, I am satisfied that the Federation of Bank Employees has a right not only to appear on behalf of the workmen but also to file a written statement on their behalf. That being so, the objection raised by the Bank must be rejected.

6. Coming to the facts, the present dispute relates to the termination of services of Mr. S. K. Mehta and Mr. L. R. Merchant, both of whom were given a notice on 31st August 1950 informing them that their services were terminated with immediate effect. Along with that notice, they were sent a cheque for salary and allowances for the months of September, October and November 1950 (after deducting contributions of the Provident Fund). These notices are Exhibits 10 and 11. It has been urged that the termination of services of these two employees was wrongful and illegal and was unjustified and hence they should be reinstated in service.

7. It is not in dispute that Mr. S. K. Mehta joined the Bank's service on 1st June 1944 and Mr. Merchant joined it on 1st April 1945. At the relevant time (namely August 1950), Mr. Mehta was working as Chief Paying Cashier and Mr. Merchant was working as an Assistant Paying Cashier. It appears that on 30th May 1950, three tokens bearing Nos. 91, 213 and 223 were found missing from the Bank. On 10th August 1950 one of the tokens (namely No. 223) was presented to Mr. Merchant by a person who claimed a payment of Rs. 300 against that token. It is not in dispute that on that day a cheque of Rs. 300 was presented for payment by some person and token No. 229 was issued to that person. According to the Bank, it suspected that when that person went to Mr. Merchant to inquire about the payment of the cheque, Mr. Merchant changed that token by keeping token No. 229 with him and giving token No. 223 to the constituent. After some time, when the constituent again claimed payment, the token was taken from him and as it bore No. 223 which was one of the missing tokens, the matter was referred to the higher authorities. The Bank alleges that on enquiries it suspected Mr. Merchant and Mr. Mehta of complicity in the matter and it therefore decided to terminate their services and gave them three months' pay in lieu of notice. On the other hand, the workmen urge that there was no reason for the Bank to suspect them and that their services were wrongfully terminated.

8. At the outset, I may mention that there is no allegation of victimisation or unfair labour practice. There is no allegation that there was any ulterior motive on the Bank's part in terminating the services of Messrs. Merchant and Mehta. Actually at the time when the case was opened before me, it was stated that after the termination of the services of these two workmen, the Bank authorities had helped them in obtaining employment in another bank. It was conceded both on behalf of the Federation and the Bank that the Manager of the Bank where Mr. Mehta sought employment rang up the Manager of the present bank and enquired about Mr. Mehta and the Manager of the Bank gave a satisfactory reply and thereupon Mr. Mehta was employed by the other Bank. In other words, the Manager of the present Bank did not come in the way of Mr. Mehta getting other employment nor did he allege anything against Mr. Mehta to the new employer. Similarly regarding Mr. Merchant, it was said that the Chief Cashier of this Bank gave a note to Mr. Merchant, as a result of which he got employment elsewhere. This shows that the Bank had nothing personal either against Mr. Mehta or Mr. Merchant and the termination of their services was not as a result of victimisation or unfair labour practice. There is also no allegation of want of *bona fides* on the part of the Bank.

9. It was however urged on behalf of the workmen that the facts in the case showed that there was no reason for the Bank to have taken action against these workmen. On the other hand, the Bank's case is that the circumstances led them to suspect these two workmen and that is why they decided to terminate their services. In this connection, I may mention that in the absence of want of *bona fides*, I would not be entitled to interfere in the decision or conclusion of the Bank, provided it had evidence and circumstances before it, from which it could say that it had reason to suspect Messrs. Merchant and Mehta. In my opinion, in the

present case, there were circumstances from which the Bank could suspect Mr. Merchant but there were no circumstances from which the Bank could suspect Mr. Mehta.

10. As I said above, on the relevant date, Mr. Mehta was working as Paying Cashier while Mr. Merchant was working as his Assistant. The procedure when a cheque is presented for payment in this Bank has been described by Mr. Merchant in his deposition at Exhibit 42. He says that the person presenting the cheque does so to a clerk, who issues a token to that person and writes down the number of that token on the cheque. The number of the token and the number of the cheque are written down in a register known as 'Token Register'. The cheque and the token register are sent to an officer for verifying the signature who does so and sends on the cheque and the register to the ledger clerk. The Ledger clerk makes an entry in the ledger. After this, the Supervising Officer verifies that everything is in order and passes the cheque for payment. The cheque and the token register are then sent to the Chief Cashier, who passes them on to the Paying Cashier. He takes out the cheque and returns the token register. He then takes out sufficient money for the cheque and hands it over to the Assistant Paying Cashier along with the cheque. The Assistant Paying Cashier makes an entry in his book and calls out the name of the person who has presented the cheque for payment. That person goes to the window and hands over the token given to him. The Assistant Paying Cashier verifies the number of the token with the number written on the cheque and if they tally, he hands over the amount to the person who hands over the token.

11. It is not in dispute that on 10th August 1950 a cheque for Rs. 300 was presented to the Bank for payment. It appears that token No. 229 was handed over to the person who presented the cheque. According to the workmen's case, a person presented token No. 229 to the Assistant Paying Cashier and received payment of the cheque. Subsequently another person went there and claimed payment of the same cheque and presented token No. 223 for the purpose. This token was one of the tokens which were found missing on 30th May 1950. Mr. Merchant reported the matter to Mr. Mehta who reported the matter to the higher authorities and thereupon they called the Police and the person who had presented this token was taken in custody. It appears that the person stated that he had gone earlier to Mr. Merchant to make enquiries about the cheque. Probably at that time Mr. Merchant had taken token No. 229 from him and given him token No. 223. The Bank alleges that Mr. Merchant in complicity with Mr. Mehta, took over the amount of Rs. 300 of the cheque, by saying that it was paid to the presenter who presented token No. 229 and by passing on the missing token No. 223 to the person, who had presented the cheque.

12. At the hearing before me, Mr. Merchant was examined at Exhibit 42. Mr. Mehta has not been examined nor has the Bank examined any witness. From the above facts and from the evidence of Mr. Merchant, one could say that it was possible for the Bank to suspect Mr. Merchant. I may however mention that by this I do not mean that I agree that there was reason to suspect Mr. Merchant. All that I mean is that there were grounds from which it was possible for the Bank to suspect Mr. Merchant and to hold that Mr. Merchant may have been a party to the fraud. Mr. Merchant has made contradictory statements on several points. His failure to give any description of the person who had presented token No. 229, that is the person to whom the amount of Rs. 300 was said to be paid by him, is also a circumstance from which one could say that his conduct was suspicious. In other words, there were evidence and circumstances before the Bank from which they could suspect Mr. Merchant.

13. So far however as Mr. Mehta is concerned, there appears to be no circumstance from which his conduct could have been suspected. He never came in direct contact with a member of the public, nor had he any opportunity either to obtain the missing token or to obtain the token handed over to the presenter of the cheque. Mr. Merchant did have the opportunity of getting the token from the presenter because the presenter approached him to enquire about the cheque; but so far as Mr. Mehta is concerned, he came into the picture only because he was Head Paying Cashier and because Mr. Merchant reported to him that a particular person had presented a token which was one of the missing tokens. The Bank has not produced anything from which it could suspect Mr. Mehta. In my opinion, therefore, so far as Mr. Mehta is concerned, the Bank had no evidence before it nor were any circumstances before it from which it could hold that there were reasons to doubt that Mr. Mehta was a party to the fraud.

14. The question then is whether the Bank could terminate the services of Mr. Merchant and/or Mr. Mehta. The Bank has not dismissed them nor has it

alleged or held them to be guilty of misconduct. The Bank says that it had reasonable suspicion against these two persons and that the Bank owes a duty to its customers to see that the members of the staff are scrupulously honest. The Bank further says that it thought that they should not continue these persons in service, especially when they were working in the Cash Department, when it thought that there were reasonable grounds for suspecting them of being parties to the fraud. The question whether the amount of the cheque in respect of which the present incident took place was for a small or a large amount is immaterial. I agree with the contention of the Bank that it would be right in terminating the services of persons who were reasonably suspected to have played some fraud in respect of some token or cheque.

15. It may be noted that under the terms of appointment of Mr. Mehta and Mr. Merchant, their services could be terminated by the Bank on giving a month's notice. Exhibits 48 and 49 are the letters addressed to Mehta and Merchant respectively, appointing them in the Bank's service and the first term of their employment was that their employment would be terminable by a month's notice in writing on the part of the Bank. The Bank alleges that at the time of the termination of the services of these workmen, the Sen Award was in force and under para. 322(1) of that Award, they were entitled to terminate the employment of these workmen on giving them three months' notice or on payment of three months' pay and allowances in lieu of notice. This award was published on 12th August 1950 and according to the Bank, it took action against the workmen under para. 322(1) of that Award. That paragraph lays down that in cases not involving disciplinary action, the employment of a permanent employee may be terminated by three months' notice or on payment of three months' pay and allowances in lieu of notice. On behalf of the Federation, it was argued that this para. would not be applicable, because it applies to cases not involving disciplinary action, that is, in cases in which the employee in question has not *prima facie* been concerned in the commission of an offence or in any act or omission falling within the scope of gross misconduct or minor misconduct as defined in para. 321. Reading the Sen Award as a whole, I do not think that the contention of the Federation can be accepted. In para. 318 of the Award, it has been stated that "we propose to deal under the subject of 'termination of employment' with (1) discharge unconnected with any disciplinary action or punishment, (2) discharge in cases in which (a) the evidence is insufficient to justify disciplinary action or (b) though such evidence may exist it is not considered necessary or expedient to take such action and (3) retrenchment in the interest of the Bank. Under the subject of disciplinary action we propose to deal with (1) dismissal, (2) suspension, (3) warning or censure, (4) fine, (5) the making of adverse remarks, and (6) the stoppage of an increment." Para. 319 starts with, "we take the subject of disciplinary action first." That para. then deals with the procedure to be followed where disciplinary action was proposed to be taken. It also defines gross misconduct, minor misconduct and also lays down what punishments could be given in different cases. Para. 320 deals with cases of the banks where any bank had already got some procedure or rules in force. Para. 321 deals with the question as to which officer could take disciplinary action. Then comes para. 322 which starts with the sentence, "we now proceed to the subject of termination of employment." In sub-para. (1), it is laid down that in cases not involving disciplinary action, the employment of a permanent employee could be terminated by three months' notice or on payment of three months' pay and allowances in lieu of notice. Sub para. (2) deals with recording of reasons; sub-para. (3) and (4) deal with an employee desirous of leaving service; sub-para. (5) deals with employees other than permanent employees; sub-para. (6) requires that the order relating to discharge or termination of service should be in writing and should be signed by the manager. Sub-para. (7) deals with cases of retrenchment.

16. It would thus appear that the subject dealt with in para. 322 regarding the termination of employment was in respect of cases contemplated by the first part of para. 318 including discharge in cases in which evidence was insufficient to justify disciplinary action and also cases of discharge in which though such evidence did exist, it was not considered necessary or expedient to take such action. If the Bank wanted to take disciplinary action for gross or minor misconduct, it had to follow para. 319 which deals with the subject of disciplinary action. As I said above, para. 322 deals with the subject of termination of employment and it has been made clear in para. 318 that termination of employment came under three headings, as described therein. That being so, I hold that under para. 322(1) of the Sen Award, the Banks were given a right to terminate the employment of a permanent employee by giving him three months' notice or payment of three months' pay and allowances in lieu of notice.

17. It was then argued that the award had been declared void *ab initio*, it should not be held to be in force at any time. It was further argued that para.

161 of the Award dealt with retrospective effect of the Award and under that paragraph retrospective effect was given to the Award only with respect to pay and dearness allowance and not with respect to standing orders. The award was published on 12th August 1950 and came into force 30 days thereafter; that is, it came into force in September 1950. It was argued that it was not in force on 31st August 1950, on which day the Bank terminated the services of the present employees. It is true that the Sen Award was subsequently held to be void and it is also true that the award is not retrospective excepting for the purpose of pay and dearness allowance. That would only mean that the parties were not governed by the provisions of the Sen Award and the Bank could take action as if there had been no such award. If that position were to be accepted, it would mean that the Bank could terminate the service of these workmen by giving them a month's notice in writing, according to the terms of Exhibits 48 and 49. The Bank has however given them three months' pay and allowances in lieu of notice and it could not therefore be said that the action of the Bank was wrong or unjustified.

18. I may also mention that even though the Sen Award may not be technically in force or even though it may have been subsequently held void, there was nothing wrong if the Bank acted on the terms of that award. In this connection, I may also refer to the Sastry Award, which was published on 20th April 1953. Chapter XXV thereof deals with method of recruitment, conditions of service, termination of employment, disciplinary action, etc. Section I (Paras. 491 to 499) deals with method of recruitment. Section II (paras. 500 to 519) deals with terms and conditions of service. Section III (Paras. 520 and 521) deals with procedure for taking disciplinary action. Section IV (Para. 522) deals with procedure for termination of employment and Section V (Paras. 523 and 524) deals with compensation in cases of retrenchment. Para. 521 which deals with procedure relating to disciplinary action is similar to para. 319 of the Sen Award. Similarly para. 522 of the Sastry Award dealing with the termination of employment is almost identical with para. 322 of the Sen Award. In this connection, I may also point out that in para. 501 of the Sastry Award, the Tribunal has stated that all parties agreed to take the directions of the Sen Tribunal under conditions of service, disciplinary action and termination of employment as the basis of discussion and that there was substantial agreement over the acceptance of the body of rules laid down by the Sen Tribunal. It further observed that there were however some points of acute difference which called for specific directions from them and barring these, their award followed very closely rules and regulations prescribed by the learned Judges of the Sen Tribunal. The Sastry Award then proceeded to discuss the points of difference in paras. 502 to 507. In para. 506, it was mentioned that the Banks complained against the provisions made by Sen Tribunal is regarding notice in respect of termination of service and retrenchment. In other words, the workmen never complained that the provisions of the Sen Award relating to termination of services were not proper. As I said above, the Sastry Award lays down the same provisions for termination of services as laid down by the Sen Award. Under both these awards, the Bank had a right to terminate the services of Messrs. Merchant and Mehta by giving them three months' notice or giving them three months' pay and allowances in lieu of notice. This the Bank has done and hence the termination of services of Merchant and Mehta must be held to be proper.

19. There is another ground on which the claim of the workmen for reinstatement of Merchant and Mehta must fail. It is that these workmen agreed and stated when passing a receipt in April or May 1951 that they had no further claim on the Bank. As I said above, the services of these two workmen were terminated by a notice given on 31st August 1950. These notices are Exhibits 10 and 11. On the very next day, Mr. Mehta wrote a letter Exhibit 13 to the Bank requesting them to reconsider their decision and to reinstate him immediately, within four days thereof, so that he may not have to take recourse to legal proceedings. It appears that Mr. Merchant also wrote a similar letter to the Bank. The Bank wrote to them on 11th September 1950 stating that the Bank was within their rights in terminating their services in the manner in which it had done. These letters are Exhibits 14 and 15. Thereupon Mr. Mehta wrote Exhibit 16 to the Bank on 21st September 1950 acknowledging the receipt of the above letter and requested that the Bank should communicate to him the reasons for the termination of his services as provided in the award. (By this, it appears that reference was made to the provisions of Sen Award, which provided in para. 322(2) that the reasons of the termination of the services should be recorded and communicated to the workman, if he so desired at the time of discharge, unless such communication in the opinion of the management was likely directly or indirectly to lay any person open to civil or criminal proceedings at the instance of the employee).

The Bank replied to this letter on the very day through its solicitors. Exhibit 41 is a copy of that letter. It mentions that Mr. Mehta had now for the first time asked for reasons for termination of his services but the same could not be communicated to him as in the opinion of the management it was directly or indirectly likely to lay another person open to civil or criminal proceedings at Mr. Mehta's instance. In other words, the Bank relied on the latter part of para. 322(2) of Sen Award. On 4th October 1950, Mr. Mehta wrote a letter Exhibit 18 to the Bank's solicitors, challenging the Bank's rights to withhold the reasons and asked them to disclose the facts of the offence as early as possible within four days, failing which he stated that he would hand over the papers to the police for action against the Bank. The Solicitor's reply to this is Exhibit 19, dated 5th October 1950 by which they denied the allegations of Mr. Mehta. It appears that on 16th October 1950 Messrs. Merchant and Mehta wrote to the Bank (in identical terms), stating that they understood that the Bank was going to make adjustments in the salary and other emoluments to the staff under the Sen Award, and requested them to allow them the difference in their salaries on account of such adjustment, because they were in employment at the time of the publication of the Award. The Manager of the Bombay Branch enclosed the copies of these letters to their General Manager with his letter Exhibit 20 on 21st October 1950. It appears that ultimately the Bank adjusted the salaries of Messrs. Merchant and Mehta according to the Sen Award and paid them the difference due to them. On 24th October 1950 Messrs. Mehta and Merchant wrote a letter Exhibit 21 to the Chairman and members of the Board of Directors of the Bank, putting forth their case and requesting for their reinstatement. By the reply Exhibit 22, the General Manager stated that he had nothing further to add to the letters written by the Bombay Manager. It appears that after this, the two workmen approached the Federation of the Bank Employees, Bombay, who wrote letters Exhibits 23 and 24 to the Bank on 31st January 1951 regarding Messrs. Merchant and Mehta respectively. The Bank's replies thereto are Exhibits 26 and 27. The Bank stated that they were unable to accept the Federation's request for reinstatement of Messrs. Merchant and Mehta. On 5th February 1951, the President of the Federation wrote a letter Exhibit 28 to the Conciliation Officer requesting him to take up the matter. Later on, another letter Exhibit 29 was written to the Conciliation Officer by the General Secretary of the Federation, who also wrote a letter Exhibit 30 to the Bank on 27th March 1951 demanding the reinstatement of Messrs. S. K. Mehta and L. R. Merchant. The Bank's reply thereto is Exhibit 31, dated 6th April 1951, stating that the services of Messrs. Merchant and Mehta were terminated by the Bank under para. 322 of the Sen Award and the question of reinstating them or paying them any compensation therefore did not arise. After this, Mr. Mehta wrote a letter Exhibit 32 to the Bank on 11th April 1951 stating that as the Bank had discharged him by giving him three months' salary in lieu of notice, they should remit him immediately compensation for the unenjoyed accumulated leave as provided by law. On 17th April 1951, the Bank wrote letter Exhibit 33 to Mr. Mehta stating that he was entitled to two months 13 days privilege leave upto 31st August 1950 and accordingly the Bank would remit him Rs. 495-3-0 at the rate of Rs. 203-8-0 per mensem as salary for the period of leave not availed off by him. The Bank also enclosed a receipt and requested Mr. Mehta to return it to them duly stamped and signed by him, when they would send him the remittance. Mr. Mehta wrote letter Exhibit 34 on 23rd April 1951, stating that the period of leave was wrongly calculated because it was calculated on the basis of his service upto 31st August 1950 but not 30th November 1950 and he was therefore entitled to salary for 7½ days more, which may be remitted to him. The Bank replied to this (Exhibit 37) through its solicitors, stating that the calculation of the Bank was correct under Section 35 of the Bombay Shop Establishment Act and Mr. Mehta was called upon to return the receipt duly signed by him to the Bank. Thereupon on 26th April 1951 Mr. Mehta signed the receipt, Exhibit 38, which mentions that he had received from the United Commercial Bank the sum of Rs. 495-3-0 being the amount due to him as salary for the period of leave not availed off and further that he had no further claim on the Bank.

20. So far as Mr. Merchant is concerned he wrote letter Exhibit 35 on 24th April 1951 which is a carbon copy of the letter Exhibit 32 written by Mr. Mehta, claiming compensation for unenjoyed accumulated leave period. The Bank's reply is Exhibit 36, dated 26th April 1951, whereunder they informed him that he was entitled to one month eight days privilege leave upto 31st August 1950 and accordingly the Bank would remit to him Rs. 247-0-0 at the rate of Rs. 195 per mensem as salary for the period of leave not availed off by him. The Bank enclosed a receipt and asked Mr. Merchant to return it duly stamped and signed by him, when they would send him the remittance. The copy of the receipt enclosed with this letter is in identical terms as the receipt Exhibit 38 signed by Mr. Mehta. On 1st May 1951 Mr. Merchant signed receipt Exhibit 39 which is a carbon copy of the receipt enclosed with the letter Exhibit 36. It is in identical

terms with the receipt Exhibit 38 passed by Mr. Mehta, excepting that the receipt Exhibit 39 is for Rs. 247 which was the amount due to Mr. Merchant while Exhibit 38 is for Rs. 495-3-0 which was the amount due to Mr. Mehta.

21. The Bank's contention is that in view of the above receipts passed by Messrs. Mehta and Merchant they clearly gave up all the claims against the Bank and were estopped from making any further claim and they are therefore not entitled to reinstatement or any other relief. In this connection, Mr. Dighe on behalf of the Federation contended firstly that the workmen signed the receipts under pressure of circumstances and they were therefore not estopped from claiming reinstatement. He further argued that "no claim against the Bank" mentioned in the receipts only meant "no financial claim" and that the workmen were entitled to agitate the question that the discharge was wrongful and to claim reinstatement. Reliance was placed by him in this connection on the case between E. Hill and Co. Ltd. and its workmen published at 1953, Vol. II, L.L.J. p. 128.

22. This case dealt with the termination of the services of one workman who had been paid and accepted the wages for the period from 1st August 1952 to 17th August 1952 for which he had worked as also one month's notice pay and it was argued by the employers that this operated as an estoppel because it amounted to an acceptance in full satisfaction of the outstanding dues, and the workmen thereby acquiesced in his discharge. In that receipt, the workman had noted "received payment in full". The Tribunal held that there were several reasons why this acceptance could not operate estoppel. In the first instance, the workman had followed this up by an early letter of protest to which the company had sent no reply. Secondly the workman stated on oath that he accepted the amount in duress. Thirdly it was common ground that Provident Fund amount of the workman was still pending with the company and the above receipt that the amount was received in full was on the fact of it incorrect. The Tribunal then referred to the decision of the Labour Appellate Tribunal in the Vishwamitra case, (1952, Vol. I, L.L.J. p. 181) that it would be wrong to draw the inference from the mere fact of receipt of wages for the notice period that the workman voluntarily gave up service, and was estopped from claiming reinstatement. The remarks of the Labour Appellate Tribunal in the above case made in para. 13 of page 187 were then quoted and they are as under:—

"Although the case of coercion has failed, we cannot overlook the fact that workmen generally are in needy circumstances and in our opinion, it would be wrong to draw an inference from the mere fact of receipt of wages for the notice period that they voluntarily gave up their service and so, are precluded from raising a dispute as to the propriety of their discharge."

23. I may also here refer to a similar case decided by the Labour Appellate Tribunal viz., the case between the Kanpur Cotton Mills and Kanpur Mazdoor Congress published at 1952, Vol. I, L.L.J. p. 195. In that case, it was observed that "in such cases, we must also take into consideration the unequal position of an employer and needy workmen and mere acceptance of wages in lieu of notice without more should not be given the normal effect which it would have in civil law, unless it is proved that the acceptance of these wages was a perfectly voluntary action on the part of the workmen with the knowledge of its effect upon the dispute regarding their non-employment, and the workmen consciously gave up all their claims against the employer arising out of their discharge."

24. In my opinion, the facts in the present case are sufficient to show that the workmen signed the above receipts with full knowledge and understanding. There is no allegation of duress or undue influence on the part of the Bank. All that is alleged by Mr. Merchant in his deposition Exhibit 42 is that he was in need of money and that he signed the receipt, because he was in need of money. Mr. Mehta has not gone in the witness box nor has he gave any reasons why he signed the above receipt. In this connection, it is pertinent to note that in the written statement the Bank had specifically referred to the above receipts passed by Messrs. Mehta and Merchant and had urged in para. 22 of their written statement that these persons had specifically mentioned that *they had no further claim on the Bank*. (These words have been underlined in the written statement). The Bank urged that in view of this, these two persons were precluded and estopped from making any further claim against the Bank. In spite of these clear allegations made in the written statement and in spite of the fact that the receipts Exhibit 38 and 39 clearly mentioned the words "I have no further claim on the bank", Mr. Mehta did not go in the witness box. Even Mr. Merchant who went in the witness box did not speak a word in his examination in chief regarding the above receipt passed by him. He was however cross-examined about it and at that time he stated, "the receipt, dated 1st May 1951 now shown to me bears my

signature. I was paid Rs. 247 at that time. I had read the receipt before I signed it. I agreed to its contents. I do not remember whether I consulted anyone before signing this receipt. Before this I had entrusted my case to our Federation and some correspondence had ensued between the Bank and the Federation and also between the Bank and myself." It was after this that he was questioned about the terms of this receipt in re-examination and he then stated, "I have mentioned in my receipt that I had no further claim on the Bank. I understood the meaning of the phrase; still I signed it, because I was in need of money." He was then put some question by the Court and his replies were "I do not remember whether any pressure was brought on me by any one for signing this receipt. I had written a letter to the Bank on 24th April to which they replied to me on 26th enclosing a draft of a receipt for Rs. 247 and it was this (receipt) that I signed on 1st May 1951."

25. It would thus be clear that there is no allegation either of duress or undue influence or the like. It was however urged that the workmen had to sign these receipts under the force of circumstances in that they were in need of money. It may however be noted that so far as Mr. Merchant is concerned, he had obtained service in another bank from 6th January 1951. In other words, after his discharge from this Bank, he had remained unemployed for a period of four months and five days. Out of this period, he had been given three months' pay in lieu of notice. That would mean that he had not got any pay for one month and five days only. I may also point out that he had been paid Provident Fund (including not only his contribution but the Bank's contribution also) amounting to Rs. 1185-14-0 on 13th March 1951. It cannot therefore be believed that he was in need of money on 1st May 1951 when he signed the above receipt. His allegation that he signed the above receipt because he was in need of money or the contention that the circumstances forced him to sign it cannot also be believed. As I said above, so far as Mr. Mehta is concerned, he has not gone in the witness box nor has he given any reason why he should have signed the above receipt. There is no allegation of duress or undue influence or even force of circumstances so far as he is concerned. He also employed employment elsewhere, and did not remain unemployed for long. He also received the Provident Fund amount.

26. It has then to be remembered that Messrs. Merchant and Mehta are not illiterate workmen. Both of them are educated persons and were holding responsible positions in a Bank. The correspondence Exhibits 12 to 37 already referred to above shows that they were intelligent persons and perfectly understood their position and the position of the employers. As soon as the notice of termination of their services were served on them on 31st August 1950, they immediately wrote letters Exhibits 12 and 14 on 1st September 1950 to the Bank, challenging the Bank's rights to terminate their services. When they were told that their services were terminated properly, they asked for reasons for the termination of their services. Then when no reasons were given, a letter was written challenging the Bank's right to withhold the reasons. They also claimed difference of pay due to adjustment according to Sen Award for the period they were in service. They also appealed to the Bank's directors. They then approached the Federation of Bank Employees to take up their case and started correspondence. It was only when the Bank by letter Exhibit 31, dated 6th April 1951, specifically stated that their services were terminated by the Bank in terms of para. 322 of the Sen Award, and the question of reinstating them or paying them any compensation therefore did not arise that they put forth the claim for compensation for the unenjoyed accumulated leave period. Mr. Mehta first wrote the letter Exhibit 32 and was told by letter Exhibit 33, dated 17th April 1951 that a particular amount was due to him. By letter Exhibit 34, dated 23rd April 1951 he challenged the correctness of that amount, and by letter Exhibit 37 the Bank had to point out to him that he was entitled to leave for the period he had worked and not for the period of notice. It was after this that he signed Exhibit 38, which as I said above, mentioned that he had no further claim on the Bank. It appears that Mr. Mehta and Mr. Merchant were all along working together in the matter. Their letters were not only in identical terms but they were carbon copies. After Mr. Mehta wrote the letter Exhibit 32 claiming compensation for unenjoyed accumulated leave and the Bank admitted his claim, Mr. Merchant also wrote Exhibit 35 which as I pointed out above is a carbon copy of Mr. Mehta's letter Exhibit 32. It may then be noted that when the Bank replied to Mehta's letter by Exhibit 33, they enclosed a receipt and required Mr. Mehta to return it duly signed and stamped by him. Similarly a receipt was enclosed when it replied to Mr. Merchant, (Exhibit 38, dated 26th April 1951) and both Mr. Mehta and Merchant signed the receipts which were enclosed by the Bank to them.

27. It is thus not a case where the workmen went to the employer and their signatures were obtained on the receipts but it is a case where the employer had

enclosed a receipt to each of the workman and each of them asked to return it duly stamped and signed by him. The workmen had sufficient time not only to read and understand the receipt and to think over its contents but had ample opportunity to consult others also. Actually Mr. Mehta took objection to the correctness of the amount stated by the Bank and wrote to it about it. Hence if he thought that the above clause was improper, he would have objected to it also. But he did not do so and only challenged the correctness of the amount and when he was pointed out that the amount was correct, he signed the receipt and obtained money thereunder. As I said above, the Bank had sent these receipts to the workmen and they had sufficient time to study them and take advice thereon. As admitted by Mr. Merchant, he understood the meaning of the phrase that he had no further claim on the Bank and still he signed it.

28. It may then be noted that after these receipts were signed and monies paid to these persons by the Bank, the workmen appear to have been satisfied and sat silent. No action appears to have been taken in the matter for a period of almost two years after this. It was only on 18th February 1953 that the Federation appears to have moved in the matter by letter Exhibit 40 addressed to the Minister of Labour, Government of India. Till then, the workmen were quiet, showing thereby that they acquiesced and conceded that they had no claim against the Bank.

29. It was then contended that the phrase "no claim" against the Bank only meant "no financial claim", and that it was open to the workmen to agitate the question whether their discharge was wrongful and to claim reinstatement. I do not agree with this contention. It may be remembered that immediately after the termination of their services, Messrs. Mehta and Merchant had claimed reinstatement. This claim (for reinstatement) was put forth several times after this. In the circumstances, the words "no further claim" would include not only financial claim but also the claim for reinstatement and or for compensation.

30. On the whole, I think that the receipts Exhibits 38 and 39 passed by Messrs. Mehta and Merchant respectively on 26th April 1951 and 1st May 1951 stating *inter alia* that they had no further claim on the Bank would estop them for claiming reinstatement and/or damages or putting forth any claim against the Bank in respect of their termination of services. On this ground also, these persons are not entitled to reinstatement or to compensation.

31. The result is that I hold that the termination of services of Messrs. Merchant and Mehta was justified and they are not entitled to reinstatement or compensation or to any relief. I pass my award accordingly.

*The 19th December, 1953.*

(Sd.) L. P. DAVE, *Chairman,*

Central Government's Industrial Tribunal, Dhanbad.

[No. LR.100(74).]

*New Delhi, the 4th January 1954*

**S.R.O. 148.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (IXV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the dispute between the Lloyds Bank Limited, Calcutta, and their workmen, relating to the reinstatement of certain workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA.  
20/1, Gurusaday Road, Ballygunge, Calcutta-19.

PRESENT:

Shri C. Bhaktavatsalu Naidu, B.A., B.L., *Chairman.*

REFERENCE No. 2 of 1953

BETWEEN

The Lloyds Bank Ltd., Calcutta

AND

Their workmen

(Specified in Schedule II—part I of the Order of Reference No. LR.60(180), dated 10th August 1953).

## APPEARANCES:

Shri Provat Kar, President, Lloyds Bank Indian Staff Association (Calcutta Branches) for the workmen.

Mr. W. T. C. Parker, General Manager, Eastern Branches, for the management.

## AWARD

By order No. LR.100(78), dated the 15th July 1953 the dispute between the Lloyds Bank Limited, Calcutta and 40 of their workmen set out in Schedule I to the said order was referred to this Tribunal for adjudication. The dispute as set out in Schedule II of the order is—

“Whether the termination of the services of the workmen specified in Schedule I was justified and if not, whether they should be reinstated in service and/or granted any compensation.”

As subsequent to the date of the order I was appointed Chairman of the Tribunal by order No. LR-60(180), dated the 8th August 1953, it was thought necessary to make a fresh Reference and accordingly order No. LR.60(180), dated the 10th August was issued in which the 40 workmen were specified in Schedule II—Part I. The names of the said 40 workmen are mentioned in the annexure to this award.

Notices were issued to the parties in pursuance of the earlier order as well as in pursuance of the fresh order superseding the first. The Lloyds Bank Indian Staff Association filed a statement of claims dated 12th August 1953 even in pursuance of the first notice. The management of the Lloyds Bank Limited filed its written statement on 3rd October 1953.

The case of the Association as set out in the statement of claims is as follows:

At the call of the Bengal Provincial Bank Employees Association a general strike was observed on the 17th August 1948 by all the Bank employees of Calcutta including those of the Reserve Bank of India and the Imperial Bank of India in sympathy with the employees of the Central Bank of India who were then on strike. The employees of eleven Banks including the Lloyds Bank Ltd. whose disputes were pending before a Tribunal appointed by the Government of West Bengal on 17th January 1948 also participated in the said general strike. On the 18th August 1948 all the employees of the Netaji Subhas Road and Chowringhee Branches of Lloyds Bank were served with a notice in which it was mentioned *inter alia* that the staff would not receive any salary or emoluments for the day *viz.* 17th August 1948. On the same day the recognition of the Staff Association was withdrawn and in the afternoon all the members of the General Council of the Lloyds Bank Indian Staff Association were served with a charge-sheet calling upon them to show cause by the 25th August 1948 why they should not be dismissed, discharged or otherwise punished for having joined the strike on 17th August 1948. On the 24th August 1948 and 1st September 1948 similar charge-sheets were served on 51 other members of the Association thus bringing the total number to 82. On the 19th October 1948 Mr. W. T. C. Parker, General Manager, Eastern Branches Lloyds Bank Ltd. instituted criminal proceedings in the Court of the Chief Presidency Magistrate, Calcutta against eleven out of the said 82 members of the Staff Association and on the same day the said eleven employees were served with a notice of suspension. Thereupon a meeting of the General Council of the Staff Association was held and a resolution was passed for launching a pen-down strike from 10-30 A.M. on the 20th October 1948 and a notice was sent to the Managers of the two branches. On the 21st October 1948 on the intervention of the Hon'ble Labour Minister, Government of West Bengal a settlement was arrived at verbally on the terms *viz.* that the Bank will not take any steps against any of the staff other than those who had been criminally prosecuted but would pay the salaries to the employees for two days on which they were on pen-down strike; and the employees agreed to make up arrears of work which accumulated during the pen-down strike by working extra hours if necessary, without remuneration; the employees will not be required to sign any declaration or undertaking; and the employees will call off the pen-down strike.

The pen-down strike was accordingly called off and the staff resumed their duties on the 22nd October 1948. In spite of the undertaking given by the staff to make up arrears by working overtime a notice was served on 22nd October 1948 directing the staff to work extra hours on Saturday, the 23rd October 1948 till 5 P.M. and the following Monday to Friday 25th October to 29th October 1948 up to 7 P.M. The arrears of work for two days pen-down strike was very little and 80 per cent. of the arrears had been attended to on the 22nd October

1948 and hence it was not necessary to work for so many extra hours. The above notices were served as a punitive measure as this extra 13 hours of work will compensate the loss during the pen-down strike. The employees resented this as it would amount to performing the extra work in connection with the annual closing on the 31st October 1948 without extra remuneration as a punishment for the pen-down strike. On the 25th October 1948 the employees were served with a notice enclosing a loyalty bond to be returned duly signed by the morning of the 26th October 1948 and stating that in default the employees will not as allowed to enter the Bank's premises. This is clear violation of Section 33 of the Industrial Disputes Act. On 26th October 1948 when the employees went to join the office as usual they were refused admission on the ground that they have not signed the loyalty bond. The Bank virtually declared a lockout under section 2(L) of the Industrial Disputes Act. The Bank advertised on 27th October 1948 that all the employees had been summarily dismissed. As a result of negotiations which were started by the Bank and the Association with the Government it was settled that the Association should forward the individual applications of the staff affected and the Bank should take all the staff *en bloc* without any break in service. Government sent to the Bank on the 17th November 1948, 393 applications and within a few days thereafter some more applications bringing the total to 474. Of these persons 434 were reinstated and the remaining 40 persons were informed on the 9th December 1948 that they could not be re-appointed in Bank's service and no reason whatsoever was given. The Association contends that the lock out having been declared during the pendency of the proceedings before a Tribunal is illegal under section 23(b) of the Industrial Disputes Act, 1947, that the *en bloc* dismissal on 26th October 1948 was also illegal and that the dismissal without giving a chance to the employees to reply to the charges was a clear violation of the principles of natural justice. Hence it is prayed that these 40 persons should be reinstated from 26th October 1948 and they should be granted all back salary and allowances and annual increments etc. It is also stated that the Bank has vindictively harassed the employees in instituting various proceedings in the Calcutta High Court and the Supreme Court and thereby delayed the Reference by more than a year and a half.

The written statement of the Bank sets forth the following contentions: The strike by the employees of the Central Bank of India Ltd. in or about August 1948 during the pendency of proceedings before the Mercantile Tribunal constituted on 17th January 1948 was illegal. The employees of certain other Banks in Calcutta including the Lloyds Bank who threatened to go on sympathetic strike were told clearly that the threatened strike would be illegal and in spite of such a warning a large majority of the Bank's employees went on an illegal strike on 17th August 1948. The Bank issued a notice on 18th August 1948 to all its employees who had participated in the illegal strike and letters were addressed individually to certain of the employees asking them to show cause as to why they should not be dismissed, discharged or otherwise punished. The employees replied that they acted in obedience to the directions of the Association. After consultations with the other Banks, the Lloyds Bank applied for sanction to prosecute employees and the Government declined to sanction prosecution on a large scale but eventually permitted Mr. W. T. C. Parker to prosecute eleven such employees against whom there was evidence to show that they had taken an active part in bringing about or furthering the strike. The eleven persons who were prosecuted on the 19th October 1948 were convicted on the 4th June 1949 and they were discharged. The conviction was upheld on Revision by the High Court. On 20th October 1948 the Bank received a letter from the Association stating that unless the said prosecution and suspension were withdrawn by 10-30 A.M. that day the Bank's employees would cease to perform their normal duties. At 10-30 A.M. the employees started a pen-down strike which was illegal. The Bank informed the Government these facts and offered to call off the strike and to take no action whatsoever as regards the strike on 20th October 1948 stating however that persons already suspended will remain suspended. On the morning of 21st October 1948 the employees who presented themselves were required to give oral undertaking and the employees having given such undertaking gained admission and signed the Attendance Register; but continued the pen-down strike. They were requested to sign an under-taking but only 15 per cent. of the workers did so. On the evening of 21st October 1948 Mr. Parker who had a further meeting with the Hon'ble Labour Minister and others made an offer to include the continued pen-down strike of 21st October 1948 on condition that the strike is called off immediately and the staff resumed normal work from 22nd October 1948 and agreed, if required by the Bank, to work on Saturday afternoon and Sunday the 23rd and 24th October and alternatively instead of Sunday during the evenings after usual office hours of the following week without any additional remuneration. The said offer which was in writing was accepted by the Association. On the 22nd October

1948, the employees resumed their work and a notice was served on them requiring them to work additional hours till 5 P.M. on Saturday the 23rd October and till 7 P.M. on Monday the 25th to Friday the 29th October 1948. The employees, however, wrongfully refused to work after 2 P.M. on Saturday. On the 25th October 1948 the Bank withdrew its conditional offer to pay salary for 20th and 21st October and offered to pay overtime work at normal rates. The employees were also told that the employees who did not agree to work overtime and/or did not signify their willingness to perform the duties by signing a declaration to that effect will be dismissed. On 26th October 1948 a very few employees came to the Bank's office and none of them signed the said declaration. The Bank thereupon dismissed 500 of its employees including the 40 persons now concerned in the dispute. The Bank thereafter advertised for applicants for employment and received about 5,500 applications out of which about 60 appointments were made. The Bank agreed to consider applications from dismissed employees for re-employment. On or about 16th November 1948 about 474 of the dismissed employees applied for employment and 434 were re-employed out of them. In respect of every ex-employee who made an application, a memorandum was submitted to the General Manager for decision whether the applicants should be called for an interview and the General Manager applied his mind to each individual case and having obtained reports as regards past service etc., interviewed the applicants whose records were satisfactory and rejected the remaining applications. On 28th January 1949 all excepting one of the Bank's employees filed a written statement before the Mercantile Tribunal stating that they had no dispute with the Bank and that the Association was not entitled to represent them. On 30th April 1949 the proceedings before the Mercantile Tribunal abated and on 13th June 1949 the Central Government purported to constitute a Tribunal called 'Bank Tribunal' and referred an alleged industrial dispute between certain Banks and the employees. Lloyds Bank had no dispute with any of its employees and the said Order of Reference is therefore *ultra vires* and void. In spite of posting notices in the office, none of the Bank's employees filed any statement before the Tribunal as required. Sometime after the specified date the Association pretending to act on behalf of the Bank's employees filed a statement making various claims in relation to pay, dearness allowance, etc., and also asking for reinstatement of 63 persons including the 40 persons now concerned in the dispute. The Bank Tribunal misconducted the proceedings and acted illegally by not giving a proper hearing and refusing to take evidence tendered. On 5th January 1950 two members of the Bank Tribunal pretended to make an award directing reinstatement of 40 persons. The Bank applied to the High Court for a Writ of Certiorari to quash the award. A Special Bench of the High Court held on 17th January 1951 that the Bank Tribunal acted contrary to natural justice but failed to issue a writ on the ground that the Bank Tribunal had made its final award and was *functus officio*. The Bank appealed to the Supreme Court against the High Court decision and against the award. While the appeals were pending the Supreme Court held in the appeal of the United Commercial Bank Ltd. that all the awards made by the Bank Tribunal after November 1949 were invalid. This Reference has now been made by the Government in regard to an alleged industrial dispute. The said 40 persons were not 'workmen' within the meaning of the Industrial Disputes Act as they were at the time of the order not employed by the Bank and not discharged during the alleged dispute. The Association which has purported to file a statement, does not represent and is not entitled to represent the said 40 persons many of whom are employed elsewhere and none of whom has any dispute with the Bank. In particular the Bank contends that the ground on which the award of the Bank Tribunal was held void was not technical; that the terms of settlement as set out by the Association are not correct and that the arrears of work resulting from the pen-down strike was not very little as alleged by the Association. The Bank denies that it was not necessary for the employees to work so many extra hours or that the 80 per cent. of the arrears were complied by the 22nd October 1948 or that the notice was served as punitive measure. The Bank also denies that there was any violation of Section 33 of the Industrial Disputes Act, 1947 or that the dismissals constituted a lock out under Section 2(L) of the Act.

On the pleadings above stated the following points arise for consideration:

- (a) Whether the 40 persons concerned in the dispute are not workmen within the meaning of the Industrial Disputes Act and whether there is no industrial dispute?
- (b) Whether the reference by Government is *ultra vires* and void? Whether this Tribunal has no jurisdiction to adjudicate on the dispute?
- (c) Whether the Lloyds Bank Indian Staff Association does not represent and is not entitled to represent any of the Bank employees and whether it has no authority to represent the said 40 persons?

- (d) Whether the en bloc dismissal of more than 500 workmen on the 26th October 1948 constitutes a lock out under Section 2(L) of the Industrial Disputes Act, 1947?
- (e) Whether the said dismissal is wrongful and illegal as being in violation of Section 33 of the Industrial Disputes Act, 1947 and also as being in violation of the principles of natural justice?
- (f) Whether the 40 persons who are concerned in the dispute are entitled to reinstatement and/or compensation and to what amount?

At the enquiry Shri Provat Kar, President of the Lloyds Bank Indian Staff Association, represented the workmen and Mr. W. T. C. Parker, General Manager, Eastern Branches of the Lloyds Bank represented the management. No oral evidence was adduced on behalf of the workmen. Exhibits A to D were filed on behalf of the workmen. Mr. W. T. C. Parker, was examined as EW 1 and exhibits 1 to 31 were filed by the management.

Points (a), (b) and (c).—Before proceeding to discuss the merits of the case I propose to dispose of the legal pleas which are covered by points (a) to (c). There is no force in the contention that the 40 persons concerned in this dispute are not "workmen" within the meaning of the Act. The circumstances that led up to the termination of the services of these 40 employees are almost admitted. Though Mr. W. T. C. Parker has in his evidence referred at some length to the incidents that occurred during the two years preceding the 17th August 1948, the origin of the trouble leading up to the dismissal of the workmen commenced only from 17th August 1948. What happened previous to that date is relevant only for the purpose of showing the relationship between the management and the workmen during that period and the same would be referred to at the appropriate place when dealing with the merits. It is admitted that the employees of the Lloyds Bank went on strike on the 17th August 1948 in sympathy with the employees of the Central Bank of India who were then on strike. The strike was a general strike called at the instance of the Bengal Provincial Bank Employees Association and the employees of eleven Banking concerns including the Reserve Bank of India and the Imperial Bank of India participated in the strike. The disputes between the Banking concerns and their employees were pending before a Tribunal known as the Mercantile Tribunal which was constituted on the 17th January 1948. There can be no doubt that the general strike of the employees was an illegal strike. On the 18th August 1948 the employees of the Netaji Subhas Road and Chowringhee branches of the Lloyds Bank were served with a notice (Ex. A) stating that the staff would not receive any salary or emoluments for the 17th August 1948. On the same day the recognition of the Staff Association by the management was withdrawn. A notice in the form Ex. B. was also served on the same day on all the members of the General Council of the Lloyds Bank Indian Staff Association whereby they were called upon to show cause why they should not be dismissed, discharged or otherwise punished for having committed a breach of the terms of service with the Bank by his absence without permission on the 17th August 1948 for having participated in an illegal strike, for having instigated or incited other employees to take part in the illegal strike, and for having acted otherwise in furtherance of an illegal strike. A similar notice seems to have been served on 51 other employees sometime later. Criminal proceedings were started against eleven workers on the 19th October 1948 and the said employees were also served with the notice of suspension on the same day. In pursuance of a resolution of a meeting of the General Council of the Staff Association, the employees in the two branches launched a pen-down strike on the 20th and 21st October 1948. This strike however was called off at the intervention of the Labour Minister of the Government of West Bengal in pursuance of a settlement that was arrived at.

There is dispute about the terms of settlement as the terms do not appear to have been reduced to writing. EW-1 no doubt suggested in his evidence that there must have been a written agreement and he relies upon a statement said to have been made to him by Shri Baidya Nath Motilal, a former President of the Association, to the effect that Shri Provat Kar held up in his hand a piece of paper which had on it a crest of the Government of West Bengal. Much reliance however cannot be placed upon the alleged statement of the said Motilal as it is seen even from the diary of Mr. W. T. C. Parker (marked Ex. 22) that Mr. Chatterjee of the Special Branch Police mentioned that Shri B. N. Motilal and one Kristo from Howrah were being very helpful to him in supplying information and he hoped that Mr. W. T. C. Parker would not be too hard on them. Even in Ex. 16 which is a Press Note by the Government of West Bengal there is no mention made of any written terms of settlement. It is stated in Ex. 16 that the assurance given by Mr. Parker [marked as Ex. 23(a)] was handed over to Shri Provat Kar, Secretary of the Staff Association, who said that the staff would

consider that offer that night (21st October 1948) and that later that night Shri Kar phoned to the Joint Secretary, Labour Department to say that the Association had agreed to the terms of the settlement and would resume work next day. It is therefore clear that the terms of settlement were not reduced to writing. The whole trouble arose because the management had withdrawn recognition of the Association and thereafter the Association and the management were not corresponding with each other but the negotiations were carried on by the Association and the management separately with the Government. The result was the workmen resumed work on the morning of the 22nd October 1948 without there being any definiteness as regards the extent of overtime work which they had to do under the agreement.

The office notice (Ex. 11) did not make any reference to the settlement but directed that all the staff would be required to work additional hours on Saturday the 23rd October 1948 up to 5 p.m. and from Monday to Friday 25th to 29th October 1948 up to 7 p.m. and that no remuneration will be paid for overtime work. The workmen did not do overtime work on 23rd October as per notice but left the Bank premises at 2 p.m. The management considered that it was gross misconduct on the part of the workmen to have participated in the pen-down strike and to have refused to obey orders to do overtime work on 23rd October 1948 and not only withdrew the offer made previously to pay the salary for the 20th and 21st October 1948 but also threatened to summarily dismiss all persons who refused to sign a declaration of loyalty and strictly abide by the terms thereof and also to do overtime work as may be necessary in the opinion of the management to bring up-to-date the arrears of work. In the notice given to the workmen Ex. 12 it was stated that unless the enclosed declaration was returned by 9-45 A.M. on the following day (26th October 1948) the workmen would be deemed to have refused to sign it and admission into the Bank will be contingent on presentation of either a signed loyalty declaration or in the case of those members who had already demonstrated their loyalty of a pass which had been issued to them. On the 26th October 1948 only a few of the workmen complied with these conditions and all the others about 550 in number who did not comply with these conditions were not admitted into the Bank's premises and subsequently it was notified that all these persons were dismissed. Later at the intervention of the Government Mr. W. T. C. Parker agreed to re-employ the ex-workmen if they had submitted applications. It is seen from Ex. 17 that the Labour Commissioner forwarded 399 applications from ex-employees and promised to forward the remaining applications within 10 days. In this letter the Labour Commissioner considered that the appointment should be made en bloc and there should not be any break of service for the ex-employees who are re-appointed. But Mr. Parker did not agree to this and out of the 474 applications received by him he appears to have considered the case of each of these workmen's service with reference to their past service and confidential notes and decided to send interview letters only to 434 applicants. The 40 persons who are now concerned in the dispute did not receive any letters for interview and were not therefore re-entertained. This is how these 40 workmen came to be thrown out of employment. It is true that they did not raise any dispute individually; but their case was taken up by the Lloyds Bank Indian Staff Association and was pressed before the Sen-Tribunal. The award of the Sen-Tribunal was subsequently set aside by the Supreme Court. These 40 workmen though discharged workmen would still continue to be workmen within the meaning of the Industrial Disputes Act and would be entitled to raise an industrial dispute. It has been so held by the Labour Appellate Tribunal in 'The State of Bombay—Vs.—D. K. Phatkar and others (1952 I Labour Law Journal P. 23)'. The same view was taken by the Allahabad High Court in Ganesh Ram Gopal—Vs—State of U.P. (1953 I Labour Law Journal P.1). The decision in 1952 I Labour Law Journal P.23 was followed by another bench of the Labour Appellate Tribunal (*vide* 1952 Labour Appeal Cases P. 239). There can therefore be no doubt that the 40 workmen concerned in the dispute are workmen within the meaning of the Industrial Disputes Act, 1947.

As regards the contention that the Lloyds Bank Indian Staff Association cannot represent these 40 workmen the mere fact that on 28th January, 1949 the Bank employees made a written and signed statement to the Mercantile Tribunal stating that they had no dispute and that the Association was not entitled to represent them cannot disentitle the Association to represent the 40 workmen concerned in this dispute. It is stated on behalf of the Association that these 40 workmen are still members of this Association and the Association can therefore represent them. In fact the Association represented them before the Sen-Tribunal and also in all the proceedings before the High Court of Calcutta and the Supreme Court which proceedings came to an end only very recently. There cannot therefore be much force in the contention of the management. Even if these 40 workmen are now employed elsewhere and are residing in different

places and have ceased to become members of the Association they can still be represented by the Association if they duly authorised it. The Association has produced 19 letters of authority and I dare say that if some more time is granted it would be in a position to produce letters of authority from others also. There can be no doubt that in any event the Association can represent the 19 workmen who have authorised it to appear before this Tribunal. The fact that some of the employees have taken up service elsewhere will not disentitle them to agitate the propriety of their discharge. It was so held by the Labour Appellate Tribunal in 1952 I Labour Law Journal P.179.

Whatever attitude the workmen of the Lloyds Bank who were re-employed and who gave a statement before the Mercantile Tribunal might have been, the dispute which existed between these 40 workmen and the Lloyds Bank was referred by Government to the Sen-Tribunal and it cannot be said that the Government was incompetent to make the Reference. It has been held by the Supreme Court in the State of Madras—Vs—C. P. Sarathy and another (1953 I Labour Law Journal p.174) that 'while it will be open to a party to impugn an award on the ground that what was referred to was not an industrial dispute, the fact of its existence and propriety of reference were matters entirely for Government and a court cannot quash the proceedings merely because in its opinion Government had no material to come to that conclusion and that Government must have power in the interest of industrial peace and production to set the machinery of settlement in motion without pausing to enquire what the specific points of dispute are.' The 40 workmen before me not having been re-employed along with the other 434 persons have a grievance and it is open for them to show that the management was not justified in the action that it took. It is a dispute between them and the employer and it relates to non-employment of the workmen. It cannot therefore be contended that there is no industrial dispute and the Government were not competent to refer the matter for adjudication. It follows therefore that this Tribunal has jurisdiction to adjudicate upon the dispute. All these three points are therefore found in favour of the workmen.

*Points (d), (e) and (f).*—I now pass on to the consideration of the merits of the case put forward on behalf of the 40 workmen. On the eve of the strike on the 17th August, 1948, the management wrote a private and confidential letter (Ex. 1) to the General Secretary, Lloyds Bank Indian Staff Association stating that the proposed strike being illegal those who absented themselves without good and sufficient reason will not get pay for the period they are on strike. The management also brought to the notice of the staff that if any member of the staff absents himself without permission or without good or sufficient reason he will not be paid for the day or days on which he absents himself and that by reason of his so absents himself he is liable to be treated as having wrongfully rescinded his contract in other words as having voluntarily terminated his service with the Bank. The West Bengal Government also warned the employees against sympathetic strike stating that the Central Bank's strike was illegal. After the strike the management issued a notice (Ex. 2) in which it is stated that the Bank does not condone the actions on the strike day but fully reserves its rights to take strong disciplinary action after making such enquiry as it deems necessary and in respect of those employees who are not dismissed a note of the illegal absence will be made in their service records and they will not receive any salary or emoluments for the day on which they are absent. By letter addressed to the eleven workmen (Ex. 3) who were subsequently prosecuted, the workmen were called upon to show cause by 25th August, 1948, why they should not be dismissed, discharged or otherwise punished for having committed a breach of terms of service with Bank by absence without permission on the 17th instant, for participation in an illegal strike, for instigation or incitement of other employees to take part in an illegal strike and for having acted otherwise in furtherance of an illegal strike. These eleven persons and others to whom such notices were issued denied the charges levelled against them and stated that they acted in obedience to the directions of the Lloyds Bank Indian Staff Association. Mr. W. T. C. Parker approached the Government of West Bengal to prosecute the workmen. It is admitted that the Government was unwilling to sanction the prosecution of all the workers but on representation made that action will be taken only against those who incited or instigated the workmen to strike, permission was granted to prosecute eleven persons. Accordingly these eleven persons were prosecuted on 19th October, 1948. Though sanction was obtained on the footing that these persons were responsible for instigating and inciting a strike no evidence was let in before the Chief Presidency Magistrate who tried the case to show that they instigated or incited the workmen to go on strike. Mr. Parker says that he had evidence but that he was not allowed to lead any such evidence. Whether or not this is true, it is clear that the prosecution having been sanctioned on representation that only

those who incited or instigated the strike, no evidence was let in and a conviction was obtained for having participated in the strike, as the same was illegal having been launched during the pendency of proceedings before a Tribunal. It is significant that none of the other Banks in Calcutta prosecuted any of their workmen. EW-1 states that the Llyods Bank's case was the strongest and therefore they were allowed to prosecute. But when the prosecution was launched and proceeded with there is no evidence about the strong case which the Lloyds Bank had. Naturally the workmen of the Lloyds Bank were provoked that the management had taken drastic step against their workmen. Hence on 19th October, 1948 at 7 P.M. a meeting of the working committee of the Association was held at which it was resolved that unless the criminal cases and the suspension orders passed against the accused were withdrawn by the management by 10-30 A.M. of 20th October, 1948 the staff would cease to perform their normal duties. As the management did not withdraw the cases or the suspension orders the workers went on a pen-down strike. The strike was subsequently called off as a result of settlement already referred to. Though the strike of 17th August, 1948, was an illegal one no action seems to have been taken against the workmen except with regard to the eleven persons who were subsequently convicted and dismissed. It has been held in Punjab National Bank Ltd.—Vs—their workmen (1952 II Labour Law Journal p.649) that dismissal for participation in an illegal strike would be justified if the workmen be guilty of any act of violence, intimidation or any other subversive acts and that in every such case the usual procedure in such case will be followed. There can be no dismissal for mere participation in an illegal strike and yet though there was no evidence of any violence or intimidation or any other subversive act against the eleven workmen they were dismissed. In the said decision it was also held that in law there is nothing to prevent an employer from waiving the right that had accrued to him on the participation by the workmen in an illegal strike as to hold otherwise would be to oblige an employer to dismiss a workman for such an act, which is absurd. With regard to the workmen other than those who were convicted the management must be deemed to have condoned the strike on the 17th August, 1948.

So far as the pen-down strike on the 20th October 1948 and 21st October, 1948 are concerned they were provoked by the action of the management in having prosecuted the eleven workers. On 20th October, 1948 the management issued a notice (Ex. 7) to the staff stating that only those members of the staff who undertake to carry out their normal duties will be allowed admission to the Bank premises with effect from 21st October, 1948 and any member who failed to give such undertaking and/or to perform his normal duties will be liable to summary dismissal. The undertaking to be given was to the effect that the workmen will loyally and conscientiously discharge his duties and he will not further participate in the pen-down strike. On the 21st October, 1948 the workmen seem to have given verbal undertaking to perform their normal duties but the majority of the workmen continued the pen-down strike. Thereupon the management considered it necessary to call upon the members of the staff to sign a written declaration to perform their duties loyally and conscientiously and not to participate further in the strike. Passes were issued to persons who signed the declaration and to those who did not take part in the strike and in the notice (Ex. 9) it is stated that admission on 22nd October, 1948 will be only to those who possess the passes and that there will be no alternative but to summarily dismiss any member who signs the declaration but who continues to participate in the pen-down strike. At the intervention of the Government a settlement was arrived at and the pen-down strike was called off and the general staff resumed their normal duties on the 22nd October, 1948. On that date a notice (Ex. 11) however was put up stating that to clear off the arrears of work caused by the pen-down strike all the staff would be required to work additional hours i.e., up to 5 P.M. on Saturday the 23rd October, 1948 and up to 7 P.M. on Monday to Friday, 25th to 29th October 1948 without any remuneration either tea, money or overtime. As already stated the workmen did not do overtime work on Saturday but left the Bank premises at 2 P.M. Thereupon notices were issued as per Ex. 12 dated 25th October, 1948 in which it is stated that by reason of the workmen's recent gross misconduct in (a) participating in a strike on 21st and 22nd instant, (b) by refusing to obey orders on the 23rd instant the workmen have rendered themselves liable to summary dismissal. The workers were therefore asked to forthwith sign a declaration of loyalty and strictly abide by the terms thereof and to agree to work overtime as may be necessary in the opinion of the management. The offer to pay the salary for 20th and 21st October, 1948 was withdrawn and it was stated that if the workmen failed to comply with the either of the terms they will be summarily dismissed. The declaration of loyalty contained the following undertaking—(1) that the worker will at all times discharge his duties as an employee of the Bank loyally and conscientiously; (2) that he will at all times be regular and punctual in his attendance in

the Bank and will carry out all orders given to him by his superiors; (3) that he will at all times duly abide by the rules of the Bank presently in force or which may be framed in future; (4) that he will not henceforth participate in any illegal strike. On the 26th October, 1948 only those who possessed the passes and who were willing to sign the declaration of loyalty were allowed to enter the Bank's premises and all the others about 550 in number were dismissed. It is clear that for mere participation in the strike on the 20th and 21st instant the workmen could not have been dismissed. As regards the refusal to obey the orders of 23rd October, 1948 the agreement being verbal and the management having asked the workmen to do overtime work for 13 hours, the workmen were justified in refusing to do overtime work as mentioned in Ex. 11. Further the conditions mentioned in the loyalty bond would impose on the workmen to abide by the rules which were not only in force at that time but also those that may be framed in future. If a rule was framed to the effect that workmen should not be member of the Association he will have to abide by it. A workman could not therefore be compelled to sign such an undertaking and if a workman refused to sign an undertaking of that kind he cannot be said to be guilty of misconduct. Furthermore sufficient time was not given to the workmen to make up their minds; the notice was circulated on the 25th October, 1948 and they were asked to sign the loyalty bond in the course of the day or before 9-45 P.M. on the following day. It is seen from the diary notes of Mr. Parker (marked as Ex. 22) that even though the Labour Minister suggested that at least 48 hours time might be granted Mr. Parker was unwilling to do so. For all these reasons I should find that the action of the management was unduly harsh and unjust. If therefore 550 workmen were kept out of the Bank's premises because they were not prepared to sign the loyalty bond there can be no doubt that the management's action amounted to a lock out within the meaning of Section 2(L) of the Industrial Disputes Act. The lock out is illegal as it was during the pendency of proceedings before a Tribunal. Mr. W. T. C. Parker contends that the dismissal of these workmen cannot amount to a lock out and relies upon the decision in 1932 Labour Appeal Cases p.62. In this decision it was held that retrenchment of some workmen on the ground of rationalisation of the concern does not amount to a lock out. This decision has absolutely no bearing on the facts of the case where majority of the workmen were refused permission to enter the Bank's premises just because they were not prepared to sign a loyalty bond containing unreasonable terms. It is also contended that working overtime is a recognised practice in industry and the workmen were not justified in refusing to comply with the request for overtime work as per Ex. 11 and reliance is placed on a decision reported in 1953 I Labour Law Journal p.781. In that decision what is referred to is overtime with wages. But in the notice Ex. 11 the workmen were called upon to do overtime work for 13 hours without any remuneration and hence this decision cannot support the case of the management. Though the offer of the management as contained in Ex. 23(a) does not specify the number of hours to be worked, the management called upon the workmen to work for 13 hours, the same time which was lost by reason of the pen-down strike. The suggestion made on behalf of the Association is that the management wanted to take advantage of the pen-down strike and even though they agreed to pay wages on those two days of the pen-down strike they wanted to get work from workmen for completion of the yearly accounts without paying any remuneration. Though Mr. Parker states that this was never the object yet he adds that there will be nothing wrong in the management asking extra work to be done because if there had not been any pen-down strike some portion of that work might have been done on those two days. I have therefore come to the conclusion that the shutting out of 550 workmen on 26th October, 1948 amounted to an illegal lockout and dismissals which followed upon such an illegal lockout are unjustified.

Further the illegal lockout was made during the pendency of proceedings before a Tribunal and permission of the Tribunal ought to have been taken under section 33 of the Industrial Disputes Act. It is argued that no such permission was necessary in view of the wording of section 33 as it then stood. Even according to the law prevailing then there could not have been any dismissal without permission of the Tribunal except for misconduct unconnected with the dispute. It cannot be stated that the misconduct, if any, for which the dismissals were made were unconnected with the dispute. I therefore hold that the dismissals also contravened section 33 of the Act. I also find that dismissals were in violation of the principles of natural justice as no sufficient opportunity was given to the workmen to explain their conduct. Even when the management agreed to re-employ the dismissed workmen no opportunity was given to these 40 persons to offer an explanation. It is stated that Mr. Parker called for memorandum regarding the work of the persons who applied for re-employment and decided after careful consideration that these 40 persons were not fit to be re-engaged and hence he did not grant them even an interview. Ex. 26 contains

the reasons for not re-engaging the workmen. The reasons in most cases are laziness, inefficiency, unsatisfactory work, insubordination etc. Mr. Parker seems to have decided the cases of these workmen without giving them an opportunity to explain themselves and denied them even an interview. This shows that the case of these persons were considered behind their back and they were declared unfit for re-employment. There had been threats of dismissals in almost all the notices that were given to the employees. This could not have but caused provocation to the workmen. The management refused to negotiate with the Association and eventually succeeded in getting the employees who were re-engaged to tell the Mercantile Tribunal that they had no dispute and that they were not represented by the Association. The early part of the evidence of Mr. Parker is devoted to proving the indiscipline and insubordination of the workmen from 1946 to 1948 and the whole trouble is ascribed to the persons who were at the head of the Association and were directing its affairs. The management refused recognition to the Association even on the 18th October, 1948 and subsequently succeeded in breaking down the Association. This in my opinion amounts to an unfair labour practice. Though the attitude of the Association or the conduct of the workmen cannot be said to be entirely free from blame and though the management appear to have been honestly striving their best to promote discipline amongst their employees and to prevent insubordination yet the management was not justified in taking unduly harsh and drastic steps. I therefore find that the dismissal of these 40 workmen is not justified and they are liable to be reinstated. As regards their wages and other emoluments from the date of dismissal up to this date I do not think that the workmen would be entitled to the full wages for the whole period. Many of them sought employment elsewhere. No doubt the proceedings before the High Court and the Supreme Court instituted by the management are partially responsible for the long delay in giving relief to the workmen. Considering all the circumstances, I feel that the justice of the case will be amply met by directing the management to pay the workmen who are reinstated, wages and dearness allowance for a period of one year. The workmen will be given one month's time from the time when this award becomes effective, to join their respective posts in the Bank. If they do not turn up within the time allowed they will not be entitled to reinstatement. I pass my award accordingly.

CALCUTTA;  
The 23rd December, 1953.

(Sd.) C. BHAKTAVATSALU, *Chairman*,  
Central Government Industrial Tribunal,  
Calcutta.

#### ANNEXURE

#### SCHEDULE II—PART I

of Government of India, Ministry of Labour Order No. LR,60 (180),  
dated 10-8-53.

(Names of 40 workmen of the Lloyds Bank Ltd., Calcutta).

| Sl. No. | Name of workman                        | Designation | Where last employed                                    |
|---------|--|-------------|--|
| 1       | 2                                      | 3           | 4  |
| 1       | Shri Sankari Ghose . . . .             | Clerk       | Lloyds Bank Limited, 29, Netaji Subhas Road, Calcutta. |
| 2       | Shri Ramnanda Bhaduri . . . .          | "           | Ditto  |
| 3       | Shri Kartic Majumdar . . . .           | "           | Ditto  |
| 4       | Shri Kamal Halder . . . .              | "           | Ditto  |
| 5       | Shri Shyama Sancar . . . .             | "           | Ditto  |
| 6       | Shri Kalikinkar Shom Chowdhury . . . . | "           | Ditto  |
| 7       | Shri Biswaswar Balai Ghose . . . .     | "           | Ditto  |
| 8       | Shri Nemai Dutta . . . .               | "           | Ditto  |
| 9       | Shri Karuna Ghosal . . . .             | "           | Ditto  |
| 10      | Shri Nayananda Goswami . . . .         | "           | Ditto  |
| 11      | Shri Monoranjan Bose . . . .           | "           | Ditto  |
| 12      | Shri Sudhin Chakrabarti . . . .        | "           | Ditto  |
| 13      | Shri Sachin Chatterji . . . .          | Typist      | Ditto  |
| 14      | Shri Nirmal Saha . . . .               | "           | Ditto  |

| 1  | 2                                  | 3       | 4  |
|----|------------------------------------|---------|--|
| 15 | Shri Santi Mukherji . . . . .      | Typist  | Lloyds Bank Limited, 29, Netaji                      |
| 16 | Shri Samiran Bose . . . . .        | "       | Subhas Road, Calcutta.                               |
| 17 | Shri Khitish Bose . . . . .        | "       | Ditto  |
| 18 | Shri Sita Ram . . . . .            | Bearer  | Ditto  |
| 19 | Shri Ram Josh Roy . . . . .        | "       | Ditto  |
| 20 | Shri Jang Bahadur . . . . .        | "       | Ditto  |
| 21 | Shri Ramritich Ram . . . . .       | "       | Ditto  |
| 22 | Shri Kanu Guchait . . . . .        | Sweeper | Ditto  |
| 23 | Shri Robin Chatterjee . . . . .    | Clerk   | Lloyds Bank Limited, 41, Chow-<br>ringhee, Calcutta. |
| 24 | Shri Upen Talapatra . . . . .      | "       | Ditto  |
| 25 | Shri Santosh Kundu . . . . .       | "       | Ditto  |
| 26 | Shri Asoke Ghose . . . . .         | "       | Ditto  |
| 27 | Shri Premananda Bhaduri . . . . .  | "       | Ditto  |
| 28 | Shri Hiranmoy Lahiry . . . . .     | "       | Ditto  |
| 29 | Shri Durgananda Sarcar . . . . .   | Clerk   | Ditto  |
| 30 | Shri Sudhir Bhattacharji . . . . . | "       | Ditto  |
| 31 | Shri Hare Krishna De . . . . .     | "       | Ditto  |
| 32 | Shri Biren Roy Chowdhury . . . . . | "       | Ditto  |
| 33 | Shri Joytish Sarcar . . . . .      | "       | Ditto  |
| 34 | Shri Kedar Singh . . . . .         | Bearer  | Ditto  |
| 35 | Shri Bhriugubans Pande . . . . .   | "       | Ditto  |
| 36 | Shri Ramadhar Upadhyay . . . . .   | "       | Ditto  |
| 37 | Shri Janaki Singh . . . . .        | "       | Ditto  |
| 38 | Shri Gambhir Singh . . . . .       | "       | Ditto  |
| 39 | Shri Gobind Acharya . . . . .      | "       | Ditto  |
| 40 | Shri Ramdeo Singh . . . . .        | "       | Ditto  |

[No. LR-100(78).]

**S.R.O. 149.**—In pursuance of section 17 of the Industrial Disputes Act, 1947, (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri S. Jagdish Singh, a workman of the Jamadoba Colliery.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 31 of 1953

(arising out of Reference No. 34 of 51 and Reference No. 6 of 52).

In the matter of an application under Section 33A of the Industrial Disputes Act, 1947.

## PRESENT:

Shri L. P. Dave, B.A.L.L.B., *Chairman*.

## PARTIES:

Shri S. Jagdish Singh, Attendance Clerk Jamadoba Colliery, c/o Shri B. N. Sharma, General Secretary, Tata Collieries Labour Association, Jamadoba, P.O. Jealgora, Dist. Manbhum—*Complainant*.

Vs

The Superintendent of Tata's Collieries, Jamadoba, Jealgora P.O. District Manbhum—*Opposite Party*.

## APPEARANCES:

Shri B. N. Sharma, General Secretary, Tata Collieries Labour Association—*For the Complainant*.

Shri S. S. Mukherjea, Pleader, and

Shri D. Narsingh, Chief Personnel Officer, Tata Iron & Steel Co. Ltd.—*For the Opposite Party*.

## AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947.

2. The complainant was serving as an Attendance Clerk in Jamadoba Colliery belonging to the opposite party. On 7th March 1953 he was entrusted with a sum of rupees 4963-9-3 for making payment to some workers. The money was lost while in his possession. He was suspended on 11th March 1953 and a charge-sheet

was served on him on the next day. He replied to it on 15th March 1953. After this, the management held an enquiry and came to the conclusion that he should be dismissed. As a reference, to which the management and their workmen were parties, was pending before this Tribunal, they could not do so without obtaining the permission of this Tribunal. They therefore filed an application on 18th March 1953 for obtaining permission under Section 33 of the Industrial Disputes Act. That application was numbered as 29 of 1953. Thereafter the complainant filed the present complaint on 26th March 1953, alleging that he had been suspended for an indefinite period from 11th March 1953, whereas he could not have been suspended for a period exceeding 10 days. He therefore contended that the management had committed a breach of Section 33 of the Industrial Disputes Act and thereupon filed the present complaint under Section 33A of the Act. The reply to the management to this complaint contains practically the same allegations as were made by them in Application No. 29 of 1953. At the request of the parties, both the applications (No. 29 of 1953 and 31 of 1953) have been heard together and I have recorded a common judgment for both the applications in the proceedings of Application No. 29 of 1953.

3. For reasons stated in that judgment (a copy of which is attached herewith), I hold that the action of the management was proper and that the present application fails on merits. The workman concerned is not entitled to any relief. I pass my award accordingly.

The 21st December 1953.

(Sd.) L. P. DAVE, *Chairman,*

Central Government's Industrial Tribunal,  
Dhanbad.

# CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 29 OF 1953.

(arising out of Reference No. 6 of 1952).

In the matter of an application U/s 33 of Industrial Disputes Act 1947.

## PRESENT:

Shri L. P. Dave, B.A LL.B., *Chairman.*

## PARTIES:

M/s Tata Iron & Steel Co. Ltd.'s Jamadoba Colliery, Jealgora P.O., District Manbhum—*Applicant.*

Jagdish Singh, attendance Clerk, Jamadoba Colliery, Jealgora P.O., Manbhum—*Opposite party.*

## APPEARANCES:

Shri S. S. Mukherje, *Pleader; and*

Shri D. Narsingh, Chief Personnel Officer, M/s Tata Iron & Steel Co. Ltd.—*For the Applicant.*

Shri B. N. Sharma, General Secretary, Tata's Collieries Labour Association—*For the Opposite party.*

## DECISION

This is an application under section 33 of the Industrial Disputes Act 1947.

2. The applicant's case is as under:—

The opposite party was serving as an Attendance Clerk in Jamadoba Colliery of the applicant. On 7th March 1953, he was entrusted with a sum of Rs. 4963-9-3 for making payments of wages of certain workers; on the same day at about noon, the manager was informed by one Harihar Misra that the cash bag containing the above amount was missing; thereupon the manager went to the pay room and found that except a sum of Rs. 6-1-0, which was the value of revenue stamps affixed on the pay sheets by the opposite party, the rest (balance) of the money which was handed over to him was missing; the opposite party admitted having received the above amount from the cashier. He was responsible to account for the same. A Charge-sheet was issued to him; he gave an explanation which was not satisfactory. The applicant is satisfied that the opposite party was guilty of serious misconduct and wants to discharge him by dismissal from service. It therefore filed the present application under Section 33 of the Industrial Disputes Act 1947 because Reference No. 6 of 1952 was pending before this Tribunal.

3. The opposite party by his written statement admitted that a charge-sheet was issued to him and he had replied to the charge-sheet contending that the matter was *subjudice* and so an enquiry at that stage was highly prejudicial to him. He contended that the officers of the applicant did not pay any heed to it and without holding any proper enquiry, came to the conclusion on imaginary grounds that the misconduct was proved. He further contended that a complaint had been filed against him under Section 381 Indian Penal Code and on investigation the police held that the charge was not proved. He also urged that he is a member of the Executive Committee of the Tata Collieries Labour Association and that is why active members of the Indian National Trade Union Congress were after him to implicate him in such cases, and that the Indian National Trade Union Congress group had falsely implicated him in this case. Lastly, it is contended by him that the Superintendent of Collieries has acted against the provisions of the Standing Orders by suspending him without wages from 11th March 1953 (for more than 10 days) and thereby committed a breach of Section 33 of the Industrial Disputes Act. It was therefore urged that the permission to dismiss him should not be granted.

4. It may be mentioned here that the opposite party has filed an application No. 31 of 1953 against the present applicant under Section 33A of the Industrial Disputes Act and therein his grievance is that he has been suspended from 11th March 1953 for an indefinite period. According to the Standing Orders, no employee could be suspended without pay for a period exceeding 10 days and by suspending him for a longer period, the management had committed a breach of section 33 and hence application No. 31 of 1953 has been made under Section 33A of the Act. The reply of the management to that application contains practically the same allegations as are made in the present application. At the request of the parties, both these applications (Nos. 29 and 31 of 1953) have been heard together, and this common judgment is written for both of them.

5. It is not in dispute that the management and their workers in this case were parties to Reference No. 6 of 1952 which was pending before this Tribunal. The opposite party in Application No. 29 of 1953 is the applicant in application No. 31 of 1953. He was serving as Attendance clerk and the management wanted to dismiss him and that is why they filed application No. 29 of 1953. They have also suspended him and that is why he has filed application No. 31 of 1953 alleging that his suspension for a period exceeding ten days is not legal.

6. It is not in dispute that on 7th March 1953 the opposite party in this application was given a sum of rupees 4963-9-3 by the Head Cashier at about 11-20 A.M. for being paid to the miners and loaders working at a particular place in Digwadih Colliery. He took the money in a gunny bag and went to a place which is known as 'Pay Office'. It appears that several pay clerks sit in this room for making payments to different workers. Each of the pay clerks is given one helper to identify the workers to whom money was to be paid. One Hans Raj who was Mining Sirdar was given as a helper to the opposite party.

7. The opposite party's case is that he went with the above money which he had taken in a gunny bag to the pay office and began to affix the revenue receipt stamps on the payment register against the names of workers who were to be paid more than Rs. 20. After he had affixed some stamps, he went out of that room to the cashier's room to see one Viswanath Mukherji to ask him to recover Re. 1 on his behalf from a labourer to whom he had lent it. He (the opposite party) says that when he went out to see Viswanath Mukherji, he had entrusted the cash bag to his helper Hans Raj Singh. On return, the cash bag was handed over back to him by Hans Raj. After this, the opposite party began to affix the remaining stamps in the payment register. At that time, he had kept the cash bag in front of him on the table. He took about half an hour to finish the work of affixing all stamps and when he finished the work and wanted to start the work of making payments, he found the cash bag missing. He thought that someone must have removed the bag to make a fun of him and so he began to make a search for the same, and that is why he could not immediately inform the manager about the loss of the cash bag. It appears that one Harihar Misra who was then sitting in the above room by the side of Hans Raj Singh went to the Manager and informed him about the loss of the cash bag and the manager immediately went there and started enquiries. It appears that after this, the management suspended the opposite party on 11th March 1953 and served him with a charge-sheet on 12th March 1953. He gave his explanation thereto on 15th March 1953. After this the management recorded the statements of the opposite party, and of Hans Raj Singh who was the person appointed as a helper of the opposite party. The statements of Harihar Misra, Viswanath Mukherji, H. K. Chatterji, and S. K. Das Gupta were recorded on 18th March 1953 and 19th March 1953 respectively. The management urge

that as a result of these statements, they were satisfied that the opposite party was guilty of gross negligence and they therefore want to dismiss him.

8. The principles governing such cases are laid down in the well known case of Buckingham and Carnatic Mills Limited and their workmen. It has been held there that the question whether a particular charge against a workman was proved or not is a question for the management to decide and ordinarily the Tribunal should not interfere in the finding of the management. The Tribunal is not sitting in appeal against the finding of the management and should not substitute its own judgment for the judgment of the management. It is to satisfy itself that there was evidence before the management from which it was possible for them to hold the charge proved. It was also to be satisfied that the management acted *bona fide*. If this is so, the Tribunal should not interfere and should grant permission to the management to punish a workman.

9. In the present case, it is an admitted fact that the opposite party was entrusted with a sum of Rs. 4963-9-3 for making payments to its workers. He took it to the pay room where he had to make payment to the workers. After going there, he left that room for a short period. According to his present statement, when he left the room, he entrusted the money bag to his helper Hans Raj; in his statement before the management, he had denied this. That fact however is not important; because the opposite party admits that on his return, this cash bag was given back to him by his helper. He then started affixing stamps on the payment register and at that time, he had kept the cash bag on the table in front of him. It took him about half an hour to finish the work of affixing stamps and then he looked up and found the cash bag missing. He says that he was so engrossed in his work that it is not known how the cash bag was missing. He did not see anyone taking or removing it from the table before him. It is urged on his behalf that there was no safe or cash box in that room in which he could have kept the money in safe custody; that the room was frequented by many persons and that there was no armed or unarmed guard to protect that room. He says that in the circumstances, the management are also responsible for the loss of the money bag.

10. In my opinion, it would have made no difference even if there was an armed or unarmed guard to protect the room; because the armed guard could not have prevented a theft of this kind. If someone had been seen stealing the money or removing it; and if a hue and cry was raised about it, the guard could have been of some help; because in that case, the guard might have been able to prevent the thief running away. As it is, nobody knew or saw anyone removing the cash bag and nobody had raised a cry, and even if there had been a guard, it would have made no difference.

11. It is true that if there had been a safe or cash box in the room, the opposite party could have kept the money there. But the absence of a cash box or safe would not in my opinion mean that the opposite party was not guilty of negligence. He was entrusted with a fairly large amount of money. He put it on the table in front of him and began to affix revenue stamps on the payment register. The room, on his own showing, was frequented by other workers and he should have therefore been careful to see that the money bag was safe and that no one removed it. He says that he had put the money bag on the table just in front of him and still he is unable to say how it was missing. He did not see as to who removed it or when or how. This would certainly amount to gross negligence on his part.

12. It is true that a complaint was lodged for theft before the police against him, and the police found that there was no evidence to convict him for theft. This would not mean that the opposite party was not guilty of negligence. It would only mean that he did not commit theft. The management want to punish him not for theft but for (gross) negligence.

13. It was then urged that it was an unfortunate and unforeseen accident and the opposite party should not be made to suffer for it. I could have understood this argument if the money had been forcibly snatched away from him or if he had been forced to hand over the money at the point of a revolver. In such a case, one could have seen that he was helpless and was not responsible for the loss of the money. In the present case, however, he himself does not know how the money was lost. He was entrusted with a large sum of money. It was his duty to have seen that the money was safe. Still he acted in such a manner that he himself is not able to say who took the money and how or when. When a person is entrusted with a large amount of money and when he is sitting in a room which is frequented by others, it is his duty to be careful about the safety of the money and if he failed in it, it could be said that he was guilty of gross

negligence. In any case, from the evidence and circumstances before it, it was possible for the management to hold that the opposite party was guilty of gross negligence. That being so, I think that the management, if they so think fit, are entitled to take action against the opposite party. The amount involved in the case was pretty large one and if in the circumstances the management feel that they cannot keep the opposite party in service, that is if they want to dismiss him, it cannot be said that the proposed punishment is severe.

14. It was then contended that the workman in this case was suspended for a period exceeding ten days which is against the Standing Orders of the company and as the management had contravened the rules and the standing orders and taken the law in their own hands, the Tribunal could not grant them the permission asked for. In this connection, reliance was placed on the decisions of the Labour Appellate Tribunal and High Court of Judicature at Allahabad in the case between Lakshmi Devi Sugar Mills Ltd and their workmen reported at 1952, Vol II, Labour Law Journal P 801 and 1953, Labour Law Journal, Vol II, P 224 respectively. Reliance was also placed on the case between Aktar Ali and Calcutta Electric Supply Corporation reported at 1953, Vol I Labour Law Journal, P 777.

15. So far as the Lakshmi Devi Sugar Mills case is concerned, the facts were as under. Certain employees of the company refused to work when they turned up at the mills at 7 A.M. on 27th May 1952. The other workmen worked as usual. The departmental heads concluded from the attitude of the workmen that they intended to stage a tools down strike. They persuaded them to start work but without success. The General Manager also persuaded them to desist from the attitude but this effort also proved unavailing. The General Manager then asked the Chief Engineer to give time to the employees to reconsider the matter and if they did not start work before 10-30 A.M., the matter was to be reported to him. The employees remained adamant, whereupon reports were submitted to the General Manager, who passed an order suspending the workmen summarily. This order was duly conveyed to the workmen. At about 1 P.M., when the factory resumed work after the break, the employees forced their entry in the factory premises and refused to leave it and assumed a threatening attitude. The police were called and no untoward consequences followed. It was alleged that the tension was so great at that time that the management thought it advisable to put off the charge sheet and holding of an enquiry for a few days. No charge sheet was issued to the workmen on the expiry of four days and there was nothing else to show that this period was extended for any sufficient reasons. The charge sheets were issued on 2nd June 1952 and the workmen were told that the enquiry would take place on 6th June 1952. On that date, the workman did not turn up and consequently no enquiry could take place. As an appeal was pending before the Appellate Tribunal, the management asked for the permission of that Tribunal to dismiss these workmen as they were guilty of misconduct. The standing orders of the company provided firstly that "any workman who is found by the Manager (management after proper enquiry to be guilty of misconduct is liable to be dismissed or alternatively to be suspended for a period not exceeding seven days," and secondly that "if misconduct is alleged against a workman, the manager may summarily suspend such workman for a period which shall not exceed four days without sufficient reasons pending enquiry." It was held in that case that the first order did not apply because it contemplated dismissal or alternatively suspension for a period not exceeding 7 days in cases where as a result of proper enquiry a workman was found guilty of misconduct. In other words, the object of that rule was to impose punishment after proper enquiry. It was further held that the latter of the above rules contemplated a case where a workman alleged to be guilty of misconduct could be summarily suspended by the management when proper orders would have to be passed after the result of the enquiry was known. It was held that the management could summarily suspend the workmen only for four days, but if they desired to extend the period of suspension, they had to give sufficient reasons. In the above case, it was an admitted fact that they did not hold an enquiry within the period of suspension, but fixed it two days later.

The object of the rule was to make the enquiry as expeditiously as possible and although the delay was not unreasonable, there was no doubt that the management did violate the letter of the rule. It was also held that it was clear that they indicated no sufficient reason for extending the period of suspension. As the employees did not strictly comply with the Standing Orders, the permission asked for to dismiss the workmen was not granted by the Tribunal. On appeal to the High Court, it confirmed the decision of the Tribunal.

16. In the case of the Calcutta Electric Supply Corporation, the facts were that the workman concerned went on privilege leave for 21 days from 18th February 1952 to 9th March 1952. In the course of this leave which he was enjoying at

his native place, he was taken ill, and sent an application for sick leave accompanied by a medical certificate praying for extension of leave by a month. As he did not recover from the illness, he sent in another application for further extension of leave with a medical certificate. Both applications were sent by registered post but he was not given any reply. His illness continued. Ultimately the employer sent him a letter dated 11th July 1952 asking him to report for duty within a fortnight failing which his services would be terminated. He reported for duty only on 10th October 1952 and placed an application for leave for the past absence supported by medical certificates. The employer's doctor refused to endorse these certificates and as a result, he was placed under suspension on 17th October 1952. This order of suspension was passed without previous permission in writing from the Tribunal where a case against the employers was pending. The workman made a complaint under section 33A of Industrial Disputes Act, requesting reinstatement with full compensation during the period of forced absence from 17th October 1952. It was held that suspension for an indefinite period without permission of the Tribunal would amount to breach of section 33 of the Industrial Disputes Act and that by not seeking permission of the Tribunal under that section, the company had taken the law into their own hands and the Tribunal was entitled to strictly scrutinise the proceedings. On merits, the Tribunal held that the suspension was justified from 17th October 1952 to 10th November 1952 but not from 10th November 1952 to 31st December 1952. (Whereafter the employee had been reinstated by the employer).

17. In my opinion, none of the above cases would be applicable to the facts of the present case. The workman has relied on Rule 12 of the Standing Orders which provides *inter alia* that any employee may be suspended, fined, or dismissed without notice, or any compensation in lieu of notice, if he is found to be guilty of misconduct, provided that suspension without pay, whether as a punishment or pending an enquiry, shall not exceed ten days. The facts in the present case are that the above gross misconduct on the part of the workman took place on 7th March 1953. He was suspended with effect from 11th March 1953. A charge sheet was served on him on 12th March 1953 to which he gave a reply on 15th March 1953. The management found that explanation was unsatisfactory and the charge against the workman was proved and decided to dismiss him. As, however, Reference No. 6 of 1952 relating to paid holidays was pending before this Tribunal and as the present management and their workmen were parties to that Reference, the management filed application No. 29 of 1953 before this Tribunal for obtaining the express permission to discharge the workman by dismissal from service. This application was made on 18th March 1953 and reached this Tribunal on 19th March 1953.

18 It would appear from this that the management not only served a charge-sheet and held an enquiry in the matter within ten days of the suspension of the workman, but they actually made an application to this Tribunal under Section 33 of the Industrial Disputes Act, for permission to dismiss him, within that period. The above rule is meant for seeing that a person is not kept under suspension for an indefinite period without an enquiry being held in the matter. The decisions in the above cases also show that a person cannot be kept under suspension without holding an enquiry and that the enquiry should be held as expeditiously as possible. As I mentioned above, in the present case the management not only held an enquiry within ten days of the suspension but actually made an application to this Tribunal within that period under Section 33 of the Industrial Disputes Act. They have not taken the law into their own hands. They held an enquiry and as a result thereof were of the opinion that the workman should be dismissed; but as a reference was pending before this Tribunal, they could not pass any orders without the express permission of the Tribunal, with the result that they approached this Tribunal for obtaining such a permission and all this was done within ten days of suspension. In other words, they have not committed any breach of any standing orders nor have they taken the law into their own hands. But for the pendency of the above reference, they would have passed orders of dismissal within ten days of suspension.

19 I may further mention that according to the decision on the case of Calcutta Electric Corporation above referred to, even if the management took the law into their own hands and suspended a person for an indefinite period, the Tribunal would be entitled to strictly scrutinise the proceedings; that is, the Tribunal would go into the merits and see whether on the facts as stated above, the action of the management was proper. In my opinion, looking to the facts as stated above, the action of the management is proper. The workman concerned was guilty of gross negligence, thereby causing loss of a large amount to the employer. The employer was therefore justified in not allowing the workman to continue in the work any longer and suspending him pending the enquiry. As a result of the enquiry, the employer was satisfied that the workman should be dismissed and made an application :

the Tribunal. In the circumstances, I think that the action of the management is proper.

20. There is, however, another reason why the application made by the management under section 33 of the Industrial Disputes Act cannot now be granted by this Tribunal. It is that there is now no reference pending between the management and their workmen. As I mentioned above, it was because Reference No. 6 of 1952 was pending before this Tribunal that an application had to be made for obtaining permission from the Tribunal for dismissing the workman. That reference is now no longer pending. The award of the Tribunal in the above reference was published in the Gazette of India dated 10th October 1953 with the result that under Section 171(1) read with section 20(3) of the Industrial Disputes Act, the proceedings must be deemed to have ended from 10th November 1953. That being so, it would not now be necessary for the management to obtain the permission of this Tribunal to take action against any of their workman. Actually this Tribunal would now have no jurisdiction to grant permission of this kind, when no reference is pending before it. The application made under section 33 by the management therefore does not survive and will have to be dismissed on that ground.

21. So far as the application under section 33A is concerned, as I held above, the action of the management is proper and that application fails on merits. The workman concerned is not entitled to any relief and I would pass an award accordingly in application No. 31 of 1953 filed by him.

The 21st December 1953.

(Sd.) L. P. DAVE, Chairman,  
Central Government's Industrial Tribunal  
Dhanbad.

[No. LR.2(365).]

New Delhi, the 5th January 1954

**S.R.O. 150.**--In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the Industrial Tribunal, Madurai, in the matter of applications under section 33A of the said Act from Shri T. K. Ibrahim, Shri A. A. Bernard and Shri N. K. Ibrahim, stevedore workmen in Cochin Port.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT  
MADURAI**

Monday, the 14th December 1953

PRESENT:—

Sri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.

INDUSTRIAL DISPUTE NO. 8 (CENTRAL) OF 1952

BETWEEN

T. K. Ibrahim, Stevedore Workman, Poovath Paree and Sons, Fort, Cochin,  
—Petitioner.

AND

Messrs. Poovath Paree and Sons, Stevedors, Fort Cochin—Respondent.

**AWARD**

By Order No. LR.2(345)I, dated 14th October 1952, of the Government of India, Ministry of Labour, New Delhi, the industrial dispute between certain employers of stevedore labour and their workmen at Port Cochin, has been referred to this Tribunal for adjudication.

2. This is a petition preferred by one T. K. Ibrahim against Poovath Paree and Sons and the allegations in the petition are, that he was employed permanently as a stevedore workman from 1948 by the opposite party, that he was discharged in February 1952 without express permission of this Tribunal and without reasonable cause, and that necessary relief should be awarded to him.

3. The contention on behalf of the opposite party is, that the petitioner was never a permanent worker, that the respondent has no permanent labour force, and that men are engaged casually as and when work is available.

4. The points for decision are:—

1. Whether the petitioner was a workman of the respondent as alleged?
2. Whether he was discharged for reasonable cause?
3. Whether there is a violation of Section 33 of the Industrial Disputes Act?
4. To what relief, if any, is the petitioner entitled?

5. *Issues Nos. 1 to 4.*—The petitioner alleges, that he was a permanent stevedore workman employed under the respondent and that he was unlawfully discharged from service without the permission of this Tribunal during the pendency of Industrial Dispute No. 18 (Central) of 1951.

6. The petitioner has not chosen to appear before me and there is no appearance on his behalf. The petitioner's case is not proved. The petition is dismissed. There will be no order as to costs.

7. An award is passed accordingly.

(Sd.) E. KRISHNAMURTHI,  
Industrial Tribunal at Madurai.

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT MADURAI

*Monday, the 14th December 1953*

PRESENT:—

Sri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.

INDUSTRIAL DISPUTE NO. 13 (CENTRAL) OF 1952

BETWEEN

A. A. Bernard, Stevedore Workman, K. B. Jacob and Sons, Fort Cochin.  
—Petitioner.

AND

K. B. Jacob and Sons, Fort Cochin—Respondents.

### AWARD

By Order No. L.R.2(345)I, dated 14th October 1952, of the Government of India, Ministry of Labour, New Delhi, the industrial dispute between certain employers of stevedore labour and their workmen at Port Cochin, has been referred to this Tribunal for adjudication.

2. This is a petition filed by A. A. Bernard alleging that he was permanently employed by the opposite company K. B. Jacob and Sons as a stevedore workman from 1943, that the petitioner was discharged without reason on 2nd February 1952 without the permission of this Tribunal, that there is a violation of section 33 of the Industrial Disputes Act and that the employer should be directed to reinstate the petitioner and pay compensation.

3. In the counter it is alleged, that the petitioner was only a China net worker, that during the months of June and July owing to poor catch of fish in the china-nets these workers were engaged by different stevedores and that petitioner was not an employee of the respondent since 1943.

4. The points for decision are:—

1. Whether the petitioner was a workman under the respondent since 1943 as alleged?
2. Whether he was discharged from service without reasonable cause?
3. Whether there is a violation of section 33 of the Industrial Disputes Act?
4. To what relief, if any, is the petitioner entitled?

5. *Issues Nos. 1 to 4.*—The petitioner never appeared before me at any stage of the enquiry. A partner of the respondent company Mr. K. J. Earnest has been examined as M.W. 1. He deposes, that the petitioner A. A. Bernard was never workman of the respondent at any time. His further evidence is, that the petitioner is only a China net worker occupied only in fishing, and that he might have been given employment on a casual basis, and as a casual worker on a specified date when there was poor catch of fish. The evidence of Mr. Earnest proves, that the petitioner was never a workman of the respondent, and that he

occasionally employed on some specified dates as a casual worker, the employment terminating at the end of the day. The petitioner's case has not been proved and he is entitled to no relief.

6. In the result, the petition is dismissed. No order as to costs. An award passed accordingly.

Dated at Manamadurai Camp, this the 14th day of December, 1953.

(Sd.) E. KRISHNAMURTHI,  
Industrial Tribunal at Madurai,

List of witnesses examined:

For the workers: Nil.

For the management: M.W. 1. .... K. J. Earnest.

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT MADURAI

*Monday, the 14th December, 1953*

PRESENT:—

Sri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.

INDUSTRIAL DISPUTE No. 135 (CENTRAL) OF 1953.

BETWEEN:—

H. K. Ibrahim, Stevedore workman, B. Paul Abrao, Fort Cochin,—*Petitioner.*

AND

Mr. B. Paul Abrao, Stevedore, Fort Cochin,—*Respondent.*

### AWARD

By Order No. L.R.2(345)I, dated 14th October 1952, of the Government of India, Ministry of Labour, New Delhi, the industrial dispute between certain employers of stevedore labour and their workman, at Port Cochin, has been referred to this Tribunal for adjudication.

2. This petition [I.D. No. 135 (Central) of 1953] has been filed by one N. K. Ibrahim against the respondent B. Paul Abrao.

3. The petitioner's case is, that the respondent agreed to give him employment from 1st June 1953, that he has not done so and that necessary relief should be granted to the petitioner.

4. No counter has been filed on behalf of the respondent.

5. The point for decision is about the relief to which the petitioner is entitled.

6. It is common ground, that according to agreement on a prior occasion embodied in the award, dated 31st May 1953, the respondent agreed to give employment to the petitioner N. K. Ibrahim from 1st June 1953. The petitioner complains, that no employment was given to him as agreed upon, and that the respondent should be directed to give employment and also pay him compensation.

7. This application is opposed by Mr. Pai, on behalf of the respondent.

8. The petitioner never cared to appear at any stage of the enquiry, and there is no appearance for him on any of the dates on which the matter was posted for hearing.

9. The claim on behalf of the petitioner is not proved. The petition is accordingly dismissed. No order as to costs.

10. An award is passed accordingly.

Dated at Manamadurai Camp, this the 14th day of December 1953.

(Sd.) E. KRISHNAMURTHI,  
Industrial Tribunal at Madurai,  
[No. LR.2(345).]

**S.R.O. 151.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Messrs. Ram Chandra, Raghunath Singh, Banshi Roy and Kamal Khan workmen of Digwadih Colliery, Jealgora.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

APPLICATION No. 63 OF 1953.

(arising out of Reference No. 34 of 1951 and Reference No. 6 of 1952.)

In the matter of application U/s 33A of Industrial Disputes Act, 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B., *Chairman.*

PARTIES:

- |                    |   |
|--------------------|---|
| 1. Ram Chandra     | } Machine coolies, Tata's Digwadih Colliery, P.O. Jealgora, Dt. Manbhum— <i>Complainants.</i> |
| 2. Raghunath Singh |   |
| 3. Banshi Roy      |   |
| 4. Kamal Khan      |   |

Vs.

- Messrs. Tata Iron & Steel Co. Ltd. Jamadoba, P.O. Jealgora, District Manbhum;
- Md. Bashiruddin, s/o Baharsaw, Machine Driver, c/o Manager, Digwadih Colliery, P.O. Jealgora, District Manbhum—*Opposite Parties.*

APPEARANCES:

- Shri B. N. Sharma, General Secretary, Tata Collieries Labour Association, P.O. Jealgora, District Manbhum—*For the complainants.*
- Shri D. Narasingh, Chief Personnel Officer, M/s. Tata Iron and Steel Co. Ltd. P.O. Jealgora, District Manbhum—*For the Opposite Party No. 2.*
- None appeared—*For Opposite Party No. 2.*

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act.

2. The complainants alleged as under:—

They were employed in the Digwadih Colliery of the Opposite Party No. 2 (whom they have referred to as the management). The opposite party No. 2 styled himself as Machine Driver and he is also supervising the work of other Machine Drivers and Machine Coolies working in his gang. He gets certain rates per foot work done by the workers of his gang and out of that amount he pays to the workmen their basic wages (including his own wages as a Machine Driver) and keeps the balance with him as his remuneration for supervision. The management pays to the workmen working under the supervision of Opposite party No. 2 dearness allowance, daily attendance, bonus, free rice etc. Though opposite party No. 2 shows himself as one of the Machine Drivers, he never works as such and thus wrongfully takes from the management dearness allowance, daily attendance bonus, free rice etc. This fact was brought to the notice of the management but they tolerated his misconduct. The management calls him a Contractor though he is really supervisor and he indulges in acts of favouritism in allotting work to the men working in his gang. For this reason and for other reasons of harassment on his part, the complainants and their other co-workers had been agitating for the abolition of the so-called contract or supervision of opposite party No. 2 and wanted to work under the direct supervision of the officers of the management. The management appreciated the genuineness of the grievances and decided to abolish the so-called contract and informed the complainants and others whether they were prepared to work directly under the management on certain terms. They agreed to this. Because of this, opposite party No. 2 got angry with the complainants and was on the look out for any occasion to get them victimised. Subsequently the management for reasons best known to them did not implement their own decision of abolishing the supervision of opposite party No. 2. Encouraged by this, opposite party No. 2 started wreaking vengeance on the complainants and others. As a result of his malicious efforts, the management discharged the complainants on 28th April 1953. Reference No. 34 of 1951 and Reference No. 6 of 1952 to which the management and their workmen were parties were pending before this Tribunal and hence express permission was necessary to discharge the workmen. No such permission was obtained and the management thereby violated the provision of Section 33 of the Industrial Disputes Act. The action of the management was due to unfair labour practice and was an act of victimisation. The complainants therefore filed the present complaint, requesting that they may be reinstated with full back pay etc.

3. The opposite party No. 1 (that is, Messrs. Tata Iron and Steel Co. Ltd.) filed a written statement, contending that the present application was not maintainable against them because the complainants were not their employees, and as such they could not have any grievance against them. They further alleged that the opposite party No. 2 was a Machine Driver contractor and the complainants were engaged and paid for by him for performing the contract work undertaken by him; that the opposite party No. 1 was paying to the complainants the statutory payments only to ensure the above payments and the rate for the contract work was fixed after taking into consideration these factors; that the appointment, dismissal, fixation of rate and payment of wages of the complainants were the responsibility of the contractor, (i.e. opposite party No. 2); that the complainants were his employees and not those of opposite party No. 1; that opposite party No. 1 had not discharged them nor were they responsible for the action taken by opposite party No. 2 and had not violated any of the provisions of Section 33 of the Industrial Disputes Act. It was therefore urged that the application should be dismissed.

4. Opposite party No. 2 did not appear and did not file any written statement.

5. It is not in dispute that the complainants were working as machine coolies in the Digwadih colliery belonging to opposite party No. 1. They were stopped from working with effect from 28th April 1953. Admittedly at that time, Reference Nos. 34 of 1951 and 6 of 1952 were pending before this Tribunal. Opposite party No. 1 and their workmen were parties to the above reference and hence during the pendency of these references, opposite party No. 1 could not discharge or dismiss their workmen without obtaining permission of this Tribunal under Section 33 of the Industrial Disputes Act, and if they did so, they would have committed a breach thereof and the workmen would be entitled to maintain an application under Section 33A of the Act. The complainants' case is that they were the employees of opposite party No. 1 and they were discharged without specific permission of the Tribunal, and so opposite party No. 1 was guilty of breach of Section 33 of the Act and hence they filed the present application.

6. Opposite party No. 1 denies that the complainants were their employees. Their case is that they had given a contract for driving the coal cutting machine to opposite party No. 2, who used to employ the necessary workmen (including machine coolies) for it. It is further urged that opposite party No. 2 had employed the complainants and opposite party No. 2 discharged them; that is, opposite party No. 1 had thus not employed the complainants nor had it discharged them and hence it had not committed any breach of Section 33 of the Industrial Disputes Act.

7. It is an admitted fact that the above references were between opposite party No. 1 and their workmen. Opposite party No. 2 was not a party to the above reference or to any other reference pending before this Tribunal. In other words, opposite party No. 2 could discharge his employees without obtaining any permission from the Tribunal. If he did so, there would be no breach on his part of Section 33 of the Act nor would an application lie against him under Section 33A of the Act. On the face of it, therefore, the complaint against him is not maintainable and must be dismissed. This would be so, whether the complainants are the employees of opposite party No. 1 or of opposite party No. 2; because if they are employees of opposite party No. 1, no action can lie against opposite party No. 2. If, on the other hand, the complainants are the employees of opposite party No. 2, no complaint could lie against him, because he was not a party to any reference and would not be committing a breach of Section 33 of the Act, by discharging his workmen. In any case, therefore, the complaint against opposite party No. 2 is bad and must be dismissed.

8. So far as the opposite party No. 1 is concerned, the complaint would be maintainable only if the complainants are their employees, that is of opposite party No. 1. Thus the important question for decision would be whether the complainants are the employees of opposite party No. 1 or not.

9. As I said above, the opposite party No. 1 contends that opposite party No. 2 is their contractor and he employs the necessary coolies for doing the contract work of machine driving. The complainants in their complaint state that opposite party No. 2 supervises the work of the complainants and other coolies working in his gang. They further state that opposite party No. 2 gets a certain rate per foot for work done by the workers of his gang and out of that amount, he pays to these workmen their basic wages and keeps the balance with him as his remuneration for supervision. In para. 7

of the complaint, the complainants have stated that the management call opposite party No. 2 a contractor. They also state in that para. that opposite party No. 2 allotted the work to the men working in his gang, with the result that his favourites got work for the full week while those who are not in his good books did not get work for the week. In paras. 8 and 9 the complainants have stated that they agitated for the abolition of the so called contract of opposite party No. 2 and the management decided to abolish this so called contract of opposite party No. 2. From all this it would be clear that the opposite party No. 2 is a contractor of opposite party No. 1. He is doing work on a contract basis and pays the basic wages of the workmen working in his gang out of the money received by him and keeps the balance with him as his own profit. This is also stated by the Assistant Manager of the Colliery Mr. Chatterji and also by opposite party No. 2 in their evidence.

10. It was argued on behalf of the complainants that no contract was produced in this case; but in view of the above facts, the non-production of the contract would not be material. According to the statements made by the complainants in their own complaint, it appears that the opposite party No. 2 is a contractor of opposite party No. 1. He is paid for the work done by his workmen according to footage and out of this amount, he pays basic wages to the workmen. The balance remains with him as his profits. This means that he is a contractor and not a mere supervisor as alleged by the complainants.

11. The Assistant Manager of the Colliery Mr. Chatterji has stated in his evidence that the machine coolies are engaged by the opposite party No. 2 and are paid by him. He has also stated that the company has no voice in this. He has further said that the complainants were the coolies of opposite party No. 2 and were discharged by him and not by the management. Opposite party No. 2 has been examined as a witness by the management and he has also stated that the complainants were working as his workmen and he discharged them as they assaulted his other workmen. He has further said that they were not the workmen of the management. Lastly he has said that he used to appoint his workmen and to discharge them and in the past, he had similar occasions to discharge some of his workmen. As against all this evidence, the complainants have led no evidence. None of the complainants has gone in the witness box and there is nothing to show that they were the employees of the management.

12. It was said that the complainants were occasionally paid directly by the management and in this connection, a statement was produced showing that different persons had worked for one day in some weeks. This statement shows that none of them had been paid directly by the management for more than one day in any week. The Assistant Manager's explanation is that sometimes when the cutting machines had to be shifted from one place to another they had occasionally to employ the workmen of opposite party No. 2 as their (management's) men for the time being, if their own men who are usually doing the work of shifting the work were not sufficient for the purpose; and the management paid the wages of these workmen for those days. This is corroborated by the fact that none of these persons appears to have been directly paid by the company for more than a day in any week. Actually they were paid for one day in a week at long intervals. Their employment by the company for doing such casual work would not make them the employees of the company. I may also mention here that the complainants have not stated in their complaint that they were directly paid by the management for the work done by them and that is why they should be held to be the company's employees. This shows that their subsequent allegation is made to take advantage of the fact that they may have been casually and occasionally employed by the management for some temporary work and that, as I said above, would not make them the employees of the management.

13. I may then refer to a chit which was addressed to the Attendance Clerk by the Assistant Manager for stopping the complainants from work. This slip has been produced in the case. It is signed by the Assistant Manager, Mr. Chatterji. It asks the attendance clerk to "stop the following machine coolies of Basheer Ahmed with effect from 28th April 1953" and then contains the names of the complainants. Mr. Chatterji has said that this chit was written by some person of the opposite party No. 2. He was told that these workmen were forcibly going underground though instructed not to do so by Basheer (opposite party No. 2) and hence an order should be sent to the attendance clerk not to allow them to go underground. This slip bore the signature of Basheer and because of that signature Mr. Chatterji signed it. Basheer (opposite party

No. 2) has also said that he had got this chit written for discharging the complainants and signed it. In this chit, the complainants are referred to as the machine coolies of opposite party No. 2. This also shows that they were employees of opposite party No. 2 and not of the management.

14. As I said above, in the complaint itself the complainants have said that there are some machine drivers and machine coolies working in the gang of opposite party No. 2. This also shows that opposite party No. 2 must have engaged them for his contract work.

15. I may then refer to a letter written by the General Secretary of the Tata Collieries Labour Association to the Superintendent of Collieries on 4th May 1953 regarding these workmen. The subject of this letter is mentioned as verbal discharge of the four complainants who were working under the supervision of contractor Basheer. In the body of the letter, it has been mentioned that these workmen were working under the above mentioned contractor and had been stopped from working, "which is to your knowledge." This shows that the discharge of these workmen was not by the management but was by the contractor to the knowledge of the management. The letter further mentions that these people were dismissed on account of their activities against the contractor for abolishing his contract and this would again show that they must have been dismissed by the contractor. Later on, the letter mentions that the employees had made a representation to abolish the contract of Basheer and that the management had agreed to abolish the contract, and had issued a letter to the contractor and to the workmen as well, but subsequently the management backed out of their decision. This shows that opposite party No. 2 was the contractor of opposite party No. 1. Lastly the letter mentions that instructions should please be given to the contractor to immediately take these workers who were senior to others working under him. This shows that the workmen were to be taken back by the contractor and not by the management; that is, they had been discharged by the contractor and a request was made to the management to instruct the contractor to take them back in service. There was no request to the management to re-employ these workmen. This also shows that the complainants were employees of the contractor (opposite party No. 2) and not of the management (opposite party No. 1).

16. It is true that the opposite party No. 1 was paying dearness allowance, daily attendance bonus, free rice, quarterly bonus, etc. to the complainants. This they did because under law the owner of the colliery is under legal obligation to make these payments and if the contractor did not make these payments, the owner of the colliery would be liable for the same. To be on the safe side, the management made these payments even to the employees of the contractor and those payments are taken into account in fixing the contract rate. The payments of these amounts which have to be made under a statutory obligation would not necessarily make the complainants the employees of the management.

17. Reliance was then placed on Rule 1 of the Standing Orders which defines an employee. It includes all people whether employed either directly by the company or under a contractor. That would mean that they are employees for the purpose of the Standing Orders. That would not make them the employees of the management for all purposes and if they were discharged by the opposite party No. 2 (who had engaged them and who had a right to discharge them), no action could lie against the opposite party No. 1.

18. On the whole, I am satisfied that the complainants were the employees of the contractor (opposite party No. 2) and not of the management (opposite party No. 1) and were discharged by opposite party No. 2 and not by the opposite party No. 1. That being so, the opposite party No. 1 has not committed any breach of Section 33 of the Industrial Disputes Act, and no complaint would lie against them under Section 33A of the Act. They were not engaged or discharged by opposite party No. 1 and opposite party No. 1 cannot be asked to re-engage them or pay back wages or compensation. I have already held above that the complaint is not maintainable against opposite party No. 2.

The result is that the complaint fails against both opposite parties and is dismissed. I pass my award accordingly.

The 24th December, 1953.

(Sd.) L. P. DAVE, Chairman.

Central Government's Industrial Tribunal, Dhanbad.

[No. LR-2(365).]

## ORDER

*New Delhi, the 4th January 1954*

**S.R.O. 152.**—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the Lloyds Bank Limited, New Delhi, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7 and clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby constitutes an Industrial Tribunal, of which Shri Ram Kanwar, Industrial Tribunal, Delhi, shall be the sole member and refers the said dispute for adjudication to the said Tribunal.

## SCHEDULE

Whether the discharge of Shri Paras Ram Goll from the service of the Bank was justified and, if not, what relief should be granted to him.

[No. LR-100(131).]

P. S. EASWARAN, Under Secy.

*New Delhi, the 30th December 1953*

**S.R.O. 153.**—In exercise of the powers conferred by section 4 of the Industrial Disputes Act 1947 (XIV of 1947), the Central Government hereby directs that the following further amendments shall be made in the notification of the Government of India in the Ministry of Labour, No. S.R.O. 379, dated the 25th February, 1952, namely:—

In the Table annexed to the said notification:—

(a) against S. No. 3 "Regional Labour Commissioner (Central), Calcutta", for the entry in column 2, the following entry shall be substituted, namely:

"The States of West Bengal (excluding coal mines), Assam, Manipur and Tripura".

(b) against S. No. 8 "Conciliation Officer (Central), Ajmer", for the entry in column 2, the following entry shall be substituted, namely:—

"The States of Ajmer, Rajasthan, Bhopal and Madhya Bharat".

(c) against S. No. 20, for entry in column (2) relating to the Conciliation Officer (Central), Bombay, the following entry shall be substituted, namely:—

"The States of Saurashtra and Kutch and the districts of Ahmedabad, Broach and Panch Mahals, Kaia, Palampur, Sabar, Kantha, Danta, Idar, Mejsana, Radhanpur, Baroda, Sirohi, Ahmednagar, Thana, Kolaba, Nasik, East and West Khandesh, Surat, Rajpipla and the city of Bombay in the State of Bombay."

(d) for the entries in columns (1) and (2) against S. No. 22 relating to the Conciliation Officer (Central), Rajkot, the following entries, shall be substituted, namely:—

"22. Conciliation Officer (Central), Delhi. The States of Delhi, Punjab, Himachal Pradesh, PEPSU and Bilaspur".

(e) for the entry in column 2 against serial No. 24 relating to the Conciliation Officer (Central), Nagpur, the following entry shall be substituted namely:

"The State of Madhya Pradesh".

(f) the entries at S. No. 25 relating to the Assistant Labour Commissioner (Central), New Delhi, are cancelled.

[No. LR. 1(201).]

**S.R.O. 154.**—In exercise of the powers conferred by sub-section (3) of section 22 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby directs that the following amendments shall be made in the notification:

of the Government of India in the Ministry of Labour, No. S.R.O. 380, dated the 5th February, 1952, namely:—

In the Table annexed to the said notification:—

(a) against serial No. 1 "Conciliation Officer (Central), Kanpur", for the entry in column 2, the following entry shall be substituted, namely:—

"The State of U.P."

(b) serial No. 2 relating to the Conciliation Officer (Central), Allahabad, and all connected entries shall be omitted, and serial Nos. 3 to 17 shall be renumbered as serial numbers 2—16.

(c) for the entry in column 1 against serial No. 9 as so renumbered relating to the Conciliation Officer (Central), Madurai, the following entry shall be substituted, namely:—

"Conciliation Officer (Central), Cochin".

(d) against serial No. 10 as so renumbered relating to the Conciliation Officer (Central), Bombay, for the entry in column (2), the following shall be substituted, namely:—

"The States of Saurashtra and Kutch and the districts of Ahmedabad, Broach and Panch Mahals, Kaia, Palampur, Sabar, Kantha, Danta, Idar, Mejsana, Radhanpur, Baroda, Sirohi, Ahmednagar, Thana, Kolaba, Nasik, East and West Khandesh, Surat, Rajpipla and the city of Bombay in the State of Bombay."

(e) for the entries in columns 1 and 2 against serial No. 12 as so renumbered relating to the Conciliation Officer (Central), Rajkot, the following entries shall be substituted, namely:—

"Conciliation Officer (Central), Delhi. The States of Delhi, Punjab, Himachal Pradesh, PEPSU and Bilaspur".

(f) for the entry in column 2 against serial No. 14 as so re-numbered relating to the Conciliation Officer (Central), Nagpur, the following entry shall be substituted, namely:—

"The State of Madhya Pradesh".

(g) against S. No. 15 as so renumbered relating to the Conciliation Officer (Central), Ajmer, for the entry in column 2, the following shall be substituted, namely:—

"The States of Ajmer, Rajasthan, Bhopal and Madhya Bharat".

(h) against S. No. 16 as so renumbered relating to the Conciliation Officer (Central), Dhanbad, for the entry in column (1), the following shall be substituted, namely:—

"Conciliation Officer (Central), Dhanbad I".

(i) after S. No. 16 as so renumbered relating to the Conciliation Officer (Central), Dhanbad I, the following entry shall be added, namely:—

"17-Conciliation Officer (Central) Dhanbad II. Ditto."

[No. LR. 1(201)/I.]

New Delhi, the 5th January 1954

**S.R.O. 155.**—Whereas the Central Government is satisfied that public interest requires the extension of the period specified in the notification of the Government of India in the Ministry of Labour, No. S.R.O. 1337, dated the 1st July, 1953, declaring the coal industry so far as it is concerned with the production and supply of coal and coke to be a public utility service;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby declares the coal industry so far as it is concerned with the production and supply of coal and coke, to be a public utility service for the purposes of the said Act for a further period of six months commencing from the 14th January, 1954.

[No. LR.1(32).]

#### ORDER

New Delhi, the 4th January 1954

**S.R.O. 156.**—Whereas Messrs. Hopkin and Williams (Trav) Ltd., Chavara, and the Mineral Companies' Staff Association, Chavara, have jointly applied to the

Central Government for reference of an industrial dispute to a Tribunal in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And whereas the Central Government is satisfied that the said Association represents a majority of workmen;

Now, therefore, in exercise of the powers conferred by section 7 and sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. N. Kunjukrishna Pillai, shall be the sole Member and refers the said dispute for adjudication to the said Tribunal.

#### SCHEDULE

##### *Specific matters in dispute*

- (1) Whether the discharge of Shri K. S. Krishnan is legal or illegal.
- (2) If the discharge is legal, to what compensation Shri Krishnan is entitled.
- (3) Whether the employees who struck work from the 21st September 1953 are entitled to wages for the strike period

[No. LR.2 (437).]

N. C. KUPPUSWAMI, Dy. Secy.

*New Delhi, the 4th January 1954*

**S.R.O. 157.**—In pursuance of sub-paragraph (1) of paragraph 3 of the Coal Mines Provident Fund Scheme, published with the notification of the Government of India in the Ministry of Labour No. PF.15(5)/48, dated the 11th December, 1948, the Central Government hereby nominates Shri Vishnu Sahay, I.C.S., Secretary to the Government of India, Ministry of Labour as Chairman of the Board of Trustees of the Coal Mines Provident Fund constituted by the notification of the Government of India in the Ministry of Labour No. PF.15(13), dated, the 12th April, 1950, vice Shri K. N. Subramanian, I.C.S.

[No. PF.2(33)/53.]

N. M. PATNAIK, Dy. Secy.

*New Delhi, the 5th January 1954*

**S.R.O. 158.**—In pursuance of clause (a) of sub-paragraph (1) of paragraph 3 of the Employees' Provident Fund Scheme, 1952, the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India, in the Ministry of Labour No. S.R.O. 1861, dated the 31st October, 1952, namely:—

In the said notification for item No. 1 the following item shall be substituted, namely:—

- “1. Shri Vishnu Sahay, I.C.S., Secretary to the Government of India, Ministry of Labour, New Delhi—*Chairman.*”

[No. PF. 516(3).]

TEJA SINGH SAHNI, Under Secy.